

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
MSLGROUP Americas, Inc.	5483

3. Name of Foreign Principal
Tourism Promotion Council of Mexico

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- See attached English-language translations of contracts.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant provided services related to the promotion of tourism to the Tourism Promotion Council of Mexico between 2013 and 2018. On November 2, 2018, registrant filed the agreement with the Tourism Promotion Council of Mexico covering 2018-2018. We are filing today contracts covering 2013-2018. These contracts are English-language translations of Spanish-language contracts.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 07, 2020	Chris Arco, U.S. Finance Lead	/s/ Chris Arco

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

To whom it may concern:

I, Savannah Campbell, hereby confirm that the following English translations

1. Contrato MTB-DRNA-14-2013_English

for MSL Group are true and accurate translations of the original Spanish document. The translations have been carried out by a native English translator and they have been revised by a second English translator.



Savannah Campbell
Account Manager
TranslateMedia

Date: 7 October 2019



Contract No. MTB/DRNA/14/2013 0000001

CONTRACT FOR THE PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013 BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V., REPRESENTED FOR THE PURPOSES HEREOF BY LUIS AUGUSTO GARCÍA ROSADO, IN HIS CAPACITY AS THE REGIONAL DIRECTOR FOR NORTH AMERICA AND LEGAL REPRESENTATIVE, ASSISTED BY GERARDO ALBERTO LLANES ÁLVAREZ, EXECUTIVE MARKETING DIRECTOR, AND ELIGIO SERNA NAJERA, EXECUTIVE COMMERCIAL OPERATIONS DIRECTOR, AS THE PARTY OF THE FIRST PART, AND MSL PUBLIC RELATIONS, INC., REPRESENTED BY PETER JAMES MILLER, AS THE PARTY OF THE SECOND PART, WHO, FOR THE PURPOSES HEREOF, WILL BE REFERRED TO AS “THE COUNCIL” AND “THE SUPPLIER” RESPECTIVELY, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. “THE COUNCIL” states that:

- I.1** It is a majority state-owned company of the Federal Public Administration, incorporated by Public Writ No. 39,873 dated 11 October 1999, notarised by Notary Public No. 32 of the Federal District, Francisco Jacobo Sevillano González, registered in the Public Registry of Property and Commerce on commercial page 257,243 dated 9 December 1999, with the powers conferred by article 39 of the General Tourism Law and other applicable provisions and whose corporate purpose, among others, is to enter into the contracts required for the fulfilment of its purposes.
- I.2** Articles 38 and 41 of the General Tourism Law, in relation to articles 5 and 6, sections I, II and VIII of the Bylaws of the Consejo de Promoción Turística de México, S.A. de C.V. establish that the objectives of the Council include assisting with the development of plans, programmes, strategies and priorities for tourism promotion within the framework of the *Ley de Planeación* [Planning Law], the *Plan Nacional de Desarrollo* [National Development Plan] and the sector programmes and/or policies that the Federal Executive issues in respect of tourism and implementing tourism promotion campaigns nationally and internationally, as well as signing contracts with national and foreign tourism service providers and with individuals interested in increasing the flow of tourists to Mexico, with the aim of implementing tourism promotion campaigns.
- I.3** Under the terms of articles 34 section II, subsection II.1; and 49 of the Bylaws of the Consejo de Promoción Turística de México, S.A. de C.V., published in the Official Journal of the Federation on 22 April 2010 and its reforms published in the same medium on 20 October 2010 and 13 February 2012, it has offices abroad, within its organisational structure, among which are the Regional Directorate for North America, with the inherent powers for which this same order provides.

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- I.4** Luis Augusto García Rosado, in his capacity as "THE COUNCIL"'s Regional Director for North America, of which he provides evidence by means of the notarised document number 60,268 dated 26 April 2013, notarised by Francisco Jacobo Sevillano González, Notary Public Number 32 of the Federal District.
- I.5** Luis Augusto García Rosado, "THE COUNCIL"'s Regional Director for North America, has authorisation to enter into this contract issued by the "THE COUNCIL"'s Executive Administration and Finance Director by means of document DEAF/587/2013 of 26 July 2013.
- I.6** The signing of this contract is attended by Gerardo Alberto LLanes Álvarez, Executive Marketing Director, Eligio Serna Nájera, Executive Commercial Operations Director, in their respective capacities as administrative units of "THE COUNCIL" for administration and verification of the services that are the subject of this contract in accordance with the penultimate paragraph of article 84 of the Regulation of the Law on Public Sector Procurement, Leases and Services.
- I.7** Its registration number in the Federal Register of Taxpayers is [REDACTED]
- I.8** It states that its address for the legal purposes of this contract is Viaducto Miguel Alemán 105, Colonia Escandón, Delegación Miguel Hidalgo, C.P. 11800, Mexico, Federal District, and for contractual purposes 152 Madison Ave, Suite 1800, New York, N.Y., 10016, USA.
- I.9** It requires the services of a company that delivers Communication and Public Relations services in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets to promote the image of Mexico and stimulate demand and tourism services in the country, in accordance with the terms and conditions established in this contract and its annex.
- I.10** It has the budget allocation and available resources to pay for the services that are the object of this Contract in budget line 36201, corresponding to "*Dissemination of commercial messages to promote the sale of products or services*", which were authorised by the Ministry of Finance and Public Credit in official document no. 307-A-043 dated 11 January 2013, as well as the *Purchase Orders* issued by "THE COUNCIL" on pages 321X and 320X dated 28 June 2013, in addition to income from the payment of fees paid by visitors without permission to perform paid activities (VISITOR'S FEE) and the authorised spending calendar for "THE COUNCIL".

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- I.11** Based on the provisions of article 148 of the Regulation of the Federal Law on Budgeting and Fiscal Responsibility, the Director General of "THE COUNCIL" authorised the multi-year contracting of the services covered by this contract, by official document no. DG/CPTM/131/2013-E dated 28 June 2013, making its implementation and payment for the 2014 and 2015 fiscal years to income from the (VISITOR'S FEE) and the authorised spending calendar to "THE COUNCIL".
- I.12** This contract is formalised based on Article 16 of the Law on Public Sector Procurement, Leases and Services, based on justification provided by the "THE COUNCIL"'s Regional Directorate for North America, with the approval of the Deputy Director General, Executive Marketing Director and Executive Commercial Operations Director, issued by official letter dated 28 June 2013; as well as Market Research and the authorisation to proceed with this contract granted by the Director General of the Consejo de Promoción Turística de México, S.A. de C.V. in Admissibility Order DG/CPTM/132/2013-E dated 1 July 2013.
- II.** "THE SUPPLIER" declares through its representative that:
- II.1** It is a commercial company incorporated under the laws of the State of Delaware, United States of America, on 4 December 1979, the corporate purpose of which is, among others, to operate as an advertising agency and to carry out, without restriction, any kind of publication activity, including public relations, market research, direct marketing, promotion and advertising.
- II.2** Its legal representative, Peter James Miller, is identified by passport no. 442634468, issued by the Government of the United States of America on 17 February 2009, and provides evidence of his capacity by means of the document certified before Notary Susan D. Caulfield of Cook County, Illinois, on 18 June 2013.
- II.4** It has the legal capacity and sufficient resources of its own to comply with the obligations arising from this contract in an efficient, timely manner and in the best conditions for "THE COUNCIL"; also stating that it is aware of the technical characteristics and scope of the service that is the object of this contract.
- II.5** It declares under oath that it is not prevented from contracting with the Mexican Government and that it has no relationship or family relationship through its employees and representatives with any person of "THE COUNCIL".
- II.6** It states that the address for all the legal purposes of this contract is 1675 Broadway, 3rd Floor-P/R, New York, NY 11019, United States of America.

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In view of the statements made above, having recognised the capacity in which they are made and the powers of their legal representatives, the parties agree to subject their undertakings to the following:

CLAUSES

ONE.– OBJECT OF THE CONTRACT, “THE SUPPLIER” undertakes to provide “THE COUNCIL” with Communication and Public Relations services in the international markets of: North America, Europe, Asia, Latin America (except Mexico) and Emerging Markets to promote the image of Mexico and stimulate the demand for tourism and its services in the country, in accordance with the Technical Annex contained in **ANNEX ONE** and the specifications contained in **ANNEX TWO** which corresponds to the Technical and Financial Proposal of “THE SUPPLIER”, both of which are incorporated into this contract and include the following services:

1. Development of the Communication and Public Relations Strategy

2. Development and implementation of a Work Plan considering, at the request of “THE COUNCIL”, the services and activities listed below:

- a) Information and dissemination
- b) Relations with the media and representatives of different sectors, including the industry
- c) Individual and group familiarisation trips for the media and representatives of different sectors, including the industry
- d) The consumer
- e) Organisation, participation and support for events and fairs
- f) Promotional activities
- g) Design, production and distribution of promotional items
- h) Design, development and distribution of content for productions
- i) Attention to critical or crisis issues
- j) Social media

3. Production and delivery of reports

TWO.– TERMS AND CONDITIONS FOR PROVISION OF THE SERVICES The period during which the services will be provided will be 1 August 2013 to 31 July 2015.

The services that are the object of this contract will be carried out in three periods, as follows:

- I.- A first period running from 1 August 2013 to 31 December 2013.

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II.- A second period running from 1 January to 31 December 2014.

III.- A third period running from 1 January to 31 July 2015.

In order to run events, promotional opportunities and familiarisation trips, "THE SUPPLIER" must obtain the written authorisation of the authorised civil servants appointed by "THE COUNCIL", as established in **ANNEX ONE** of this contract. This is in order to ensure that "THE COUNCIL" benefits from the best conditions in terms of price, quality, financing, opportunity and other relevant circumstances.

THREE- MINIMUM AND MAXIMUM BUDGET.- "THE SUPPLIER" must consider a minimum and maximum budget for provision of the services stated and described in the FIRST clause, in accordance with the following:

"THE COUNCIL" will pay the "THE SUPPLIER" as consideration for the services that are the subject of this contract a minimum amount of **US \$16,423,932.00 (Sixteen Million Four Hundred Twenty-Three Thousand Nine Hundred Thirty-Two Dollars 00/100 in the legal tender of the UNITED STATES OF AMERICA)** and a maximum of **US \$41,059,829.00 (Forty-One Million Fifty-Nine Thousand Eight Hundred Twenty-Nine Dollars 00/100 in the legal tender of the United States of America)**, which applies to the performance of the services in the three periods indicated in the previous clause, establishing a maximum amount of **US \$15,615,385.00 (Fifteen Million Six Hundred Fifteen Thousand Three Hundred Eighty-Five Dollars 00/100 in the legal tender of the UNITED STATES OF AMERICA)** in the first period as a guarantee of fulfilment of the contract, and for the following financial years "THE COUNCIL" will inform "THE SUPPLIER" of the maximum budget applicable fifteen calendar days in advance of the start of the financial year in question so that "THE SUPPLIER" is able to comply with the aforementioned guarantee for the following period.

The above in accordance with **ANNEX ONE** of this contract and in accordance with the Technical and Financial Proposal supplied by "THE SUPPLIER", which constitutes **ANNEX TWO** of this contract.

The services included in the monthly fee invoiced by "THE SUPPLIER" are:

A.1 Development of the Communication and Public Relations Strategy

- A.2: a.1, a.2, a.3, a.5, b.1, b.2, b.3 (design, organisation and coordination), b.4 (design, organisation and coordination), b.5 (design, organisation and coordination), c.1, c.2, c.3, d.1 (design, organisation and coordination), e.1, e.2, e.3 (design, organisation and coordination), f.1, f.2, f.3, g.1 (design and supervision), i.1, i.2, i.3, i.4, i.5, i.6, j.1, j.2, j.4, j.5, j.6 (design, generation and development), j.7 (strategy and promotion), j.8 and j.9.
- **A.3 Production and delivery of reports**

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The services not detailed in the subsections of the previous paragraph must be billed as expenses or payments to third parties, so they must not be taken into account for calculating the financial proposal, these being:

- A.2: a.4, b.3, b.4, b.5, c.3, d.1, e.3, f.3, g.1, h.1, j.3, j.6 (prizes), j.7 (social ADS), j.8 (Social ADS).
- A.3.3 (purchase of "Clippings").

The per diems and expenses incurred by personnel to conduct the Familiarisation Trips, events, fairs, caravans, international tours, etc., will be billed by "THE SUPPLIER" as payments to third parties and must comply with the policies that the "THE COUNCIL" has established for its own personnel. Any expenses that do not comply with these guidelines will not be covered by "THE COUNCIL".

Administrative expenses related to the management of the account, such as office equipment, equipment, telephones, overtime, meeting attendance, customer visits etc., will be included in the fees.

The consideration that will be paid to "THE SUPPLIER", as indicated in this clause, fully compensates it for the quality of the services performed, the time spent, materials used, salaries, fees, organisation, technical direction, administration, social security contributions and work of its personnel and, in general, any other consideration to which it is entitled by reason of this contract, so it may not claim any additional remuneration from "THE COUNCIL" for any reason.

All the amounts referred to in this Clause must be understood to include all the taxes generated by the provision of the contracted services. Therefore, each of the parties is obliged to comply with their corresponding fiscal obligations.

The maximum budget will be implemented subject to prior written communication from "THE COUNCIL" to "THE SUPPLIER" on the need to implement said budget once the minimum budget has been exhausted.

FOUR.- PRICE.- The proportion of the minimum budget that constitutes the fees will be the same as the proportion applied when implementing the maximum budget referred to in the clause THREE, and in the event of any amendments referred to in the clause SEVEN of this contract.

"THE COUNCIL" will only agree to cover the value added tax, which must be itemised on the invoices.

FIVE.- PAYMENT METHOD.- Payments by "THE COUNCIL" to "THE SUPPLIER" will be made within 20 (twenty) calendar days of the corresponding invoice(s) being delivered, duly authorised by the Regional Directorate for North America and Communication Coordination Unit through ... *[text missing in the Spanish]* ... provided that they are accompanied by evidence of the services to which they relate, where appropriate.

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Invoices related to public relations expenses and communication expenses will be made out in United States Dollars and will be settled within 30 (thirty) calendar days of the service being provided. These invoices must be accompanied by the evidence referred to in ANNEX ONE of this contract, together with a copy of the invoices from the relevant service providers, where appropriate. In the event that advance payments must be made for any service, "THE SUPPLIER", must deliver to "THE COUNCIL", a letter of credit that guarantees 100% (one hundred percent) of said advance payments.

The invoices corresponding to the fees will be paid monthly, end of month, in United States Dollars, and must be submitted within 8 (eight) calendar days following the end of the month. For this purpose, the presentation of the corresponding invoice will suffice. "THE SUPPLIER" will refrain from performing work that is not included in the work programmes authorised by the Regional Directorate for North America and/or the Communication Coordination Unit as no payment will be made for unauthorised work.

"THE COUNCIL" reserves the right to reject any evidentiary document, invoice or proof of expenditure that does not duly describe the features and characteristics of the goods and/or services supplied.

"THE SUPPLIER" will be required to open bank accounts for the exclusive use of "THE COUNCIL"'s account in US Dollars in the territory of the United States of America and another in euros in the European Market.

To this end, "THE SUPPLIER" must send a copy of the respective bank contracts to "THE COUNCIL"'s Regional Directorate for North America so that it may transfer the corresponding resources.

The payments made by "THE COUNCIL" to the "THE SUPPLIER" to perform the corresponding services will be deposited in the bank account referred to in this clause and will be made available to "THE SUPPLIER" by electronic transfer, credited to the respective account.

SIX.- INVOICING AND CHECKING.- For the payment process, "THE SUPPLIER" must present the respective original invoices to the Regional Directorate for North America, and/or the Communication Coordination Unit in accordance with the provisions of its Technical and Financial Proposal. On the same day as the original invoices are presented, "THE SUPPLIER" must deliver to the previously mentioned Directorates the evidence of the services provided, including the supporting documentation and invoices from third parties, so that they may review and validate the documentation.

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Once the supporting documentation has been validated, the Communication Coordination Unit will send the authorised invoices to the Financial Resources Directorate of "THE COUNCIL"'s Executive Administration and Finance Directorate for payment within the terms specified in Clause FIVE, which will be made within 20 (twenty) calendar days following receipt of the invoices.

"THE COUNCIL" reserves the right to reject any evidentiary document, invoice or supporting documentation that does not duly itemise the features and characteristics of the services carried out.

In the event of an error being found in the invoicing, the Financial Resources Directorate or, where appropriate, the staff appointed by "THE COUNCIL" to validate or monitor the services will send "THE SUPPLIER", through the Regional Directorate for North America and/or the Communication Coordination Unit, the documents and/or invoices with the respective comments within 3 (three) days of receipt. These must be corrected and submitted again to restart the payment process. The intervening time will not be counted as part of the initial term of 20 (twenty) calendar days available for payment.

Invoices must itemise and describe the services in detail and state the unit costs. The prices of the services will be stated by "THE SUPPLIER" in net terms, excluding any kind of commission, discount, bonus or equivalent amount, and must contain the wording "NET COST".

The "COUNCIL"'s Regional Directorate for North America and/or the Communication Coordination Unit will inform "THE SUPPLIER" in writing of the amount, destination and application of the additional resources to the minimum limits stated in the clause THREE of this contract. This communication will modify the budgetary itemisation of the programmes and services that are the object of this legal instrument.

SEVEN.- CONTRACT AMENDMENTS.- "THE COUNCIL" may, within its approved and available budget, under its responsibility and for well-founded and explicit reasons, agree to increase the value of the contract or the amount of services requested by making amendments to this contract at any time during its term, provided that the amendments as a whole do not exceed 20% (twenty percent) of the value or of the items or volumes originally established therein and the price of the services is equal to that originally agreed.

If "THE SUPPLIER" can demonstrate that there are justified reasons that prevent it from supplying all the services in accordance with the quantities agreed in the contract, "THE COUNCIL" may amend it by cancelling some or all of the originally stipulated quantities, provided that this does not reduce the total value of the contract by 10 (ten) percent.

Any amendment made to the contract must be formalised in writing by "THE COUNCIL". The respective legal instruments will be signed by the civil servant who made the amendment to the contract or his/her substitute or a person authorised to do so.

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"THE COUNCIL" will refrain from making amendments to the prices, advance payments, staged payments, specifications and, in general, any change that involves granting more advantageous conditions to "THE SUPPLIER" compared with the ones originally established.

EIGHT.– SUSPENSION OF THE SERVICES. If an accidental event or an event of force majeure occurs during provision of the service, "THE COUNCIL", under its responsibility, may suspend provision of the service, in which case only those services that have actually been provided will be paid.

If the cause of the suspension is attributable to "THE COUNCIL", the latter will cover any non-recoverable costs during this suspension period. These will be costs generated by the suspension and will be covered if they are verified and relate directly to the object of the contract. Under no circumstances will any payment be made for services that are not related to the contract.

The period of suspension of the services that are the object of the contract must be agreed between both parties. If the suspension continues, early termination of the contract may be initiated.

NINE.– EARLY TERMINATION OF THE CONTRACT. "THE COUNCIL" may terminate this contract early, without liability and without the need for any judicial resolution, for reasons of general interest or when, for justified reasons, there is no longer a need for the services contracted under this contract, and it is demonstrated that if the agreed obligations continued to be fulfilled, damage or harm would be caused to "THE COUNCIL", or the total or partial nullity of the acts that gave rise to the contract is determined as a result of a non-conformity resolution or ex officio intervention by the Ministry of Public Administration.

In this event, "THE COUNCIL" will give written notice to "THE SUPPLIER" of said circumstance at least 10 (ten) calendar days in advance.

If this occurs, "THE COUNCIL" will reimburse "THE SUPPLIER" for any non-recoverable expenses incurred, provided that these are reasonable, are duly verified and are directly related to this contract.

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Similarly, "THE COUNCIL" will pay "THE SUPPLIER" its fees, consideration and expenses it has incurred or has been required to pay under this contract and have not yet been covered at the time of actual termination.

Where appropriate, "THE SUPPLIER" will refund the amounts that have been received from "THE COUNCIL" and have not been amortised as established in this contract as of the respective notification. These will be made available to "THE COUNCIL" by transfer to the account previously indicated in writing.

Once the validity of this instrument is terminated for any reason, "THE SUPPLIER" must comply with its outstanding obligations to "THE COUNCIL" or third parties and will submit to "THE COUNCIL" the pending evidence within the terms established for that purpose in this contract.

TEN.- EXTENSIONS. In exceptional cases, due to an accidental event or force majeure or for reasons attributable to "THE COUNCIL", at the written request of "THE SUPPLIER", "THE COUNCIL" may grant an extension for the delivery of the goods or the provision of the services or evidence of the services. For this purpose, "THE SUPPLIER" must justify these circumstances in writing before the agreed dates have passed.

No extension will be granted when the services exceed a budget year.

Once the extension period has expired and if the deficiencies have not been corrected, "THE COUNCIL" will apply the contractual penalties established in the clause SEVEN.

ELEVEN.- CAUSES OF TERMINATION. THE COUNCIL may administratively terminate this contract, without the need for intervention by a judicial authority, if any of the following circumstances should arise:

- I. Failure to present the performance bond within the time agreed in this contract.
- II. "THE SUPPLIER" fails to start providing the services by the agreed dates.
- III. "THE SUPPLIER" suspends the services unjustifiably.
- IV. "THE SUPPLIER" fails to replace any evidence of services provided that has been rejected.
- V. The limit of the contractual penalties expires.
- VI. "THE SUPPLIER" fails to provide the facilities and data required to inspect, oversee and supervise the services.
- VII. "THE SUPPLIER" provides false information and/or acts maliciously or in bad faith in any contracting procedure, in entering into the contract or during its term.

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VIII. The competent authority declares "THE SUPPLIER" insolvent or any other situation arises that affects its equity to an extent that prevents it from fulfilling its obligations.

IX. The terms and conditions of this contract are breached.

TWELVE.- TERMINATION PROCEDURE. The administrative termination of this contract will take place in accordance with the following procedure:

- I. It will begin when "THE SUPPLIER" is notified in writing of its breach of contract and is given 5 (five) days within which to make an appropriate statement and, where appropriate, provide the evidence it deems relevant.
- II. Once the time stated in the previous paragraph has expired, a decision will be made on any arguments and evidence presented.
- III. The decision about whether or not to terminate the contract must be duly justified and reasoned and must be notified to "THE SUPPLIER" within 15 (fifteen) days of the time stated in paragraph I of this clause.
- IV. When the contract is terminated, the corresponding final statement of account will be issued to show the payments due to be made by "THE COUNCIL" for goods received and services provided until the moment of termination.

If, prior to the decision to terminate the present contract being made, the services are provided, the initiated procedure will be cancelled, subject to prior acceptance and verification by "THE COUNCIL" that there is still a need for them, where appropriate applying the corresponding contractual penalties.

"THE COUNCIL" may decide not to terminate the contract if, during the procedure, it determines that any termination of the contract could harm or impair the functions entrusted to it. In this case, "THE COUNCIL" will draw up a report justifying why the financial or operational impacts that would be caused by the termination of the contract would be more inconvenient.

If the contract is not terminated, "THE COUNCIL" will establish with "THE SUPPLIER" another term, which will allow it to correct the breach that led to the procedure being initiated.

Any amending agreement that is signed for this purpose must comply with the conditions set forth in the last two paragraphs of article 52 of the Law on Public Sector Procurement, Leases and Services.

When there is a delay in the provision of services or the termination procedure is in a fiscal year other than that in which the contract was awarded, "THE COUNCIL" may receive the services, subject to prior verification that there is still a need for them and there is a budget item and budget availability for the current fiscal year,

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in which case the term of the contract must be amended with the prices originally agreed. Any agreement contrary to the provisions of this clause will be considered void.

If "THE COUNCIL" decides not to terminate the contract, because this would cause major harm or impairment, the process of establishing another period within which to remedy the breach will not affect application of the penalties for which "THE SUPPLIER" may be liable due to the breach.

THIRTEEN.- FINAL STATEMENT OF ACCOUNT. The "COUNCIL"'s Regional Directorate for North America and/or the Communication Coordination Unit will reconcile the accounts with "THE SUPPLIER" and will carry out the following activities for this purpose:

- Review of invoices paid
- Review of invoices payable
- Review of invoices pending, and
- Balance payable according to the budget assigned to the contract or agreement.

FOURTEEN.- PERFORMANCE BOND. In order to guarantee fulfilment of the obligations established in this contract, within 10 (ten) calendar days of this contract being signed, "THE SUPPLIER" must deliver to "THE COUNCIL" a letter of credit for 10% (ten percent) of the maximum value of the budget allocated to each financial year. This letter of credit must be renewed by "THE SUPPLIER" and delivered to "THE COUNCIL" no later than 10 (ten) calendar days after the contract is signed and at the beginning of subsequent financial years. The letters of credit to be supplied by "THE SUPPLIER" must be issued by banking establishments resident in New York City, New York.

In the event that increases in the provision of the requested services are agreed, in accordance with the provisions of the clause SEVEN of this contract, "THE SUPPLIER" undertakes to increase the amount of the performance bond by the same proportion as the increase granted.

The letter of credit must remain in force until the object of the contract is fulfilled to the satisfaction in writing of "THE COUNCIL", that is, until it considers that each and every one of the contractual obligations contracted has been fulfilled. The letter of credit may only be cancelled by written communication from "THE COUNCIL".

In view of the above, the letter of credit must guarantee fulfilment of the obligations during the term of the contract, as well as after it, in the event of any remaining obligation that is pending in the opinion of "THE COUNCIL".

Contract No. MTB/DRNA/14/2013 0000013

FIFTEEN.- RELEASE OF THE PERFORMANCE BOND.- The performance bond may only be released, through the Executive Administration and Finance Directorate, subject to a written request being made by the Regional Directorate for North America and/or the Communication Coordination Unit, which must confirm the fulfilment and satisfaction of the contracted services for each and every obligation undertaken by "THE SUPPLIER" under this contract.

SIXTEEN.- PATENTS, TRADEMARKS, COPYRIGHT AND INDUSTRIAL AND INTELLECTUAL PROPERTY IN GENERAL. "THE SUPPLIER" will be responsible for obtaining all the authorisations or registrations required to perform the services that are the object of this contract in respect of trademarks and patents and works of any kind that are protected by copyright, in accordance with the laws and regulations of the relevant countries.

Likewise, "THE SUPPLIER" will be the sole party responsible for complying with the obligations and obtaining the registrations, certificates, patents, etc., which are required in respect of industrial and intellectual property due to the provision of the services referred to in this contract, in accordance with the applicable laws and regulations of the countries in which it provides its services, or that are required to safeguard the rights of the goods generated by the provision of services in favour of "THE COUNCIL"; as well as the campaign slogans used by "THE COUNCIL" in the markets where the services provided for in this contract are provided.

These registrations, certificates, patents, etc., must be processed within 15 (fifteen) working days of the contract being signed, or within 15 (fifteen) working days of the product whose intellectual property requires registration is generated or "THE SUPPLIER" is informed of the need to register a new campaign slogan.

"THE SUPPLIER" undertakes to observe the characteristics described in the brand user licensing agreement and in the "Mexico Brand User Guide" which is attached as ANNEX THREE to this contract and any graphic guidelines indicated by "THE COUNCIL" on the understanding that "THE SUPPLIER" may not use its own logo, brand or letterhead on the materials and stationery used in the presentations or communications made on behalf of "THE COUNCIL".

"THE COUNCIL" will be the owner of the copyright and property rights of the databases and any type of material, whether printed, audiovisual or of any kind, that is produced as a result of the services being provided under this contract for which payment has been made by "THE COUNCIL", except for those materials to which third parties already hold the copyright or property rights, in which case, "THE SUPPLIER" will make it known to "THE COUNCIL". In any case, "THE SUPPLIER" will have the inescapable duty to investigate and inform "THE COUNCIL" about the conditions of use and restriction of intellectual rights in relation to the materials produced during the term of this contract, so that if it omits to perform investigation and information it will be the sole party responsible for any violation of intellectual rights that may be committed, even after the expiry of this contract, with the duty to hold "THE COUNCIL" harmless and exempt from this responsibility in respect of third parties.

Contract No. MTB/DRNA/14/2013 0000014

When registering trademarks, campaign slogans or copyright, "THE SUPPLIER" will inform "THE COUNCIL" in writing that the registration process has begun, within the next 15 (fifteen) working days, and, once the corresponding registration has been obtained, "THE COUNCIL" will send the original proof and/or certified copy within 10 (ten) working days of its being obtained.

Likewise, it undertakes not to use the Mexico and design brand and the campaign slogans in the markets for which services are provided under this contract unless it has previously registered the brand and campaign slogans.

"THE SUPPLIER" may use the photographs, images and in general any unrestricted photographic, recorded or film material belonging to "THE COUNCIL", as well as any that are not owned by "THE COUNCIL" that it deems necessary in order to fulfil the purposes of this contract, ensuring their unrestricted use in all advertising media, including the Internet and any other current or future technological media.

SEVENTEEN.- CONTRACTUAL PENALTIES. If it is late delivering the services or fails to fulfil its obligations arising from the contract for reasons attributable to it, "THE SUPPLIER" will be liable for contractual penalties or payment deductions, respectively, in accordance with the following:

- I. In case of delays in the delivery of goods and/or services on the agreed dates, a contractual penalty of 1% (one percent) will be charged daily for each working day of delay on the value of the goods or services not delivered on time, not including value added tax.
- II. For a delay in the verification of the services provided, a deduction will be made from the payment due of 0.5% (zero point five percent) daily for each working day of delay on the value of the goods or services not verified on time, not including value added tax. For these purposes, any delay in verification by advertising media will not be considered, as long as it is proven that the service was provided in accordance with established terms and conditions.
- III. Deduction of 1% (one percent) from the total amount of monthly fees payable to "THE SUPPLIER" for an undelivered report.

Contract No. MTB/DRNA/14/2013 0000015

The contractual penalties charged must not exceed 30% (thirty percent) of the total amount of fees that are the object of the contracted services.

The Regional Directorate for North America and/or Communication Coordination Unit, with the support of the Financial Resources Directorate, will be responsible for calculating the contractual penalty, which will be applied by means of a credit note on the corresponding invoice for the services and/or fees relating to the month after its determination.

Payment for the goods or services will be proportionally conditional upon any payment "THE SUPPLIER" is required to make of contractual penalties and deductions from the payment it is owed, on the understanding that if this contract is terminated, the collection or recording of these sanctions will not be taken into account in enforcing the performance bond for the total amount guaranteed.

In order to apply the contractual penalties and deductions to the payment referred to in this clause, "THE COUNCIL" will send a written notification to "THE SUPPLIER", which will be delivered by registered mail or in person to its address with acknowledgment of receipt, with the effect of a demand for payment, in which it will indicate the breach it has committed and the contractual penalties or deductions from the payment it is owed. Within a maximum period of 10 (ten) working days from the receipt of the request, "THE SUPPLIER" must correct its breach and make any appropriate statements. Once the above is done, "THE COUNCIL" will make a decision by applying, where appropriate, the corresponding penalties or deductions to the corresponding payment, which must be communicated to "THE SUPPLIER" by means of a well-founded and reasoned letter, in which the latter will be requested to present, with a period of no more than 10 (ten) working days, a credit note, which will be discounted from invoices pending payment.

If the non-fulfilment on the part of "THE SUPPLIER" persists, or if the maximum limit of contractual penalties or deductions from payment has been reached, "THE COUNCIL" may initiate a contract termination procedure according to the CLAUSE TWELVE.

EIGHTEEN.- HIDDEN DEFECTS. "THE SUPPLIER" will be answerable to "THE COUNCIL" for any defects and for the quality of the services, and for any other responsibility incurred, under the terms of this contract and the applicable legislation.

For the purposes of this instrument, hidden defects are understood to be any defects that exist in the services provided which make them unsuitable for the purposes stated in this contract.

Contract No. MTB/DRNA/14/2013 0000016

NINETEEN.- REPORTS.- “THE SUPPLIER” undertakes to provide “THE COUNCIL” with the following reports, in electronic and printed form, through the Regional Directorate for North America and/or the Communication Coordination Unit:

- (i) Weekly executive report analysing the editorial content and situation, the main news generated, as well as recommendations for actions by “THE COUNCIL” in relation to media coverage.

This must be sent on the last working day of each week, by e-mail, before 12.00 p.m., to the individuals specified by “THE COUNCIL”.

Likewise, when requested by “THE COUNCIL”, any information or evidence of press releases, which are reflected in the electronic daily news summary, or any relevant additional note or data on the tourism sector, or the sectors affected by same, must also be provided.

- (ii) Monthly executive report on the services and actions carried out, stating the progress made and the specific quantitative and qualitative results.

This report must include comments and/or reasons if changes or modifications are made to the activity plan and the ROI (Return on Investment).

- (iii) Monthly “Clippings” Report relating to the items published in the media, as well as the advertising value of the impacts generated.

The “clippings” report is understood to be a compilation of the published items generated in each market about Mexico, the actions carried out by “THE COUNCIL” and civil servants, and/or promotional actions by the destinations or representatives of the different sectors, including the industry.

The report must state whether these published items are the result of actions by “THE SUPPLIER”, “THE COUNCIL” or a third party and must comply with the following requirements:

- It must be delivered at the end of each month
- It must show the Return on Investment (ROI) achieved based on the method established by “THE COUNCIL”
- It must include all the published items and coverage generated by “THE SUPPLIER” and/or “THE COUNCIL
- It must include an executive report analysing the content and coverage
- It must include information regarding: media category, circulation, distribution, total published items per medium, position of the item, advertising equivalence, among others.

Contract No. MTB/DRNA/14/2013 0000017

In case of contingencies and crisis situations, special coverage reports must be issued, in accordance with the needs of "THE COUNCIL" and, where appropriate, with the specifications set by "THE COUNCIL"

"THE SUPPLIER" must deliver this report on magnetic media which must include direct access to the specific item (hyperlink). A hard copy of the general executive report must be submitted.

(iv) Cumulative physical-financial report showing how each month's budget has been spent, itemised by action. This report must state the budget used, invoiced and available, referring to the actions carried out and indicating both invoice number and the dates of delivery to the financial resources area, as well as payment request numbers and the respective dates of receipt. The report must be delivered monthly.

(v) At "THE COUNCIL"'s request, a document containing the following information must be delivered for each press conference, event, tour, seminar, caravan, fair, promotional action and/or familiarisation trip:

- Activity plan and budget
- Authorisation from "THE COUNCIL"
- Copy of the invoice presented
- Supporting documents showing expenses and payments made to third parties
- Report on activities carried out, according to the verification methods established by "THE COUNCIL"

(vi) In the case of Social Media services and activities, the following reports must be presented:

- Weekly feelings and perception report, including action plan based on the results
- Crisis contingency report, drawn up as necessary or at the request of "THE COUNCIL"
- Report on monthly metrics, progress and publications regarding the behaviour of channels, community and publications by market
- Quarterly report on the generation of web content to be used on "THE COUNCIL"'s social media pages
- Follow-up report on promotion, duration, participation, lessons learned and conclusion of promotions and events, as necessary, at the request of "THE COUNCIL"
- Report on social media advertising campaigns in the format and with the features stated by "THE COUNCIL", including: cost, effectiveness, duration, example of artwork and its use generated by the campaign assessment tool, as well as the lessons learned from it, to be issued every time a campaign ends.

Contract No. MTB/DRNA/14/2013 0000018

- Report on the design and implementation of technological applications developed, object to prior authorisation from "THE COUNCIL" and according to the criteria established by it.

"THE COUNCIL" may request any other report to be drawn up, change the number of reports and/or their format at no additional cost.

"THE COUNCIL" will deliver model reporting and follow-up documents it has in its possession to be modified and subsequently approved by "THE COUNCIL".

"THE COUNCIL" may request any other report to be drawn up and change the number of reports and/or their format, in which case it will notify "THE SUPPLIER" at least 10 (ten) calendar days in advance, at no additional cost to "THE COUNCIL".

"THE COUNCIL" may, at any time, review the implementation and monitoring of the programmes included in this contract, as well as the invoices and documentation delivered by "THE SUPPLIER", for the purpose of monitoring and ensuring correct use of the resources.

"THE COUNCIL" will deliver model reporting and follow-up documents it has in its possession. Improvements and adaptations to these may be proposed, however, which must be approved by "THE COUNCIL".

TWENTY.- ADMINISTRATION AND VERIFICATION OF THE CONTRACT. "THE COUNCIL" will always have free access to all the documentation relating to the provision of services resulting from this contract that is in the hands of the "THE SUPPLIER".

Furthermore, "THE COUNCIL", through Luis Augusto García Rosado, the Regional Director for North America, and/or Yadira López Salas, the Communication Coordinator, will administer and verify the fulfilment of the contract.

The above is without prejudice to the right of "THE COUNCIL" to carry out reviews at any point during the term of the contract, through the Director General, the Assistant Director General, the Executive Administration and Finance Director, the Executive Marketing Director, the Head of "THE COUNCIL"'s Internal Control Body, or any other person appointed for this purpose, to determine how the resources are being applied, verify these resources and the benefits achieved for "THE COUNCIL" by "THE SUPPLIER".

Contract No. MTB/DRNA/14/2013 0000019

TWENTY-ONE.- LABOUR RELATIONS. "THE SUPPLIER", as the employer of the personnel it uses to provide the services that are the object of this contract, will be the only party with responsibility for its workers and therefore undertakes to assume all the obligations arising from legal provisions and other legal systems relating to employment and social security to which they are entitled. Likewise, "THE SUPPLIER" undertakes to be the respondent in any dispute or litigation that its workers present against "THE COUNCIL" arising from the services that are the object of this contract, and, if the latter is sentenced by a declaration of enforceability to pay or compensate anyone, "THE SUPPLIER" will be required to provide "THE COUNCIL", within 24 (twenty-four) hours of being informed of the enforcement demand, with the resources necessary to comply with the declaration of enforceability.

TWENTY-TWO.- SUBCONTRACTING. The services that are the object of this contract may not be subcontracted. For the purposes of this contract, any payments made to service providers that are required to carry out Public Relations and Communication services will not be deemed to constitute subcontracting.

TWENTY-THREE.- TRANSFER OF RIGHTS. None of the rights and duties arising from this contract, nor any part thereof, may be transferred to any person, except for the collection rights, for which case "THE SUPPLIER" must have the consent of "THE COUNCIL".

TWENTY-FOUR.- CONFIDENTIALITY. "THE SUPPLIER" undertakes to maintain absolute confidentiality regarding the services that are the object of this contract and, therefore, not to disclose or make known to third parties other than "THE COUNCIL", any documentation and/or information related to the service, as well as the final results of the services, with the exception of the data and reports that it may be requested to provide, in compliance with the terms agreed in this Contract.

Likewise, "THE COUNCIL" undertakes to keep the information that "THE SUPPLIER" provides equally confidential.

TWENTY-FIVE.- CONTACTS. The parties agree that the persons responsible for the performance, supervision and monitoring of the services referred to in this contract are the following:

- I. For "THE COUNCIL", the heads of the Regional Directorate for North America and Communication Coordination Unit are designated as the people responsible.
- II. For "THE SUPPLIER", the person responsible for supervising and monitoring the services that are the object of this contract is Peter James Miller.

"THE SUPPLIER"'s staff responsible for carrying out the services that are the object of this contract and monitoring its implementation will dedicate 100% of their time to servicing "THE COUNCIL"'s account and will provide their services during the hours and in accordance with the holiday periods agreed with "THE COUNCIL".

Contract No. MTB/DRNA/14/2013 0000020

For the purpose of providing the services that are the object of this contract, the full-time staff appointed by "THE SUPPLIER" must cover the working hours of "THE COUNCIL", from 9:00 a.m. to 2:00 p.m. and from 3:00 p.m. to 6:00 p.m. on working days, Mexico, Federal District time, or according to "THE COUNCIL"'s requirements.

With the prior written authorisation of "THE COUNCIL", "THE SUPPLIER"'s staff may be replaced and "THE COUNCIL" will be entitled to reject any candidate.

The communications referred to in this clause will be sent by "THE COUNCIL" through the Executive Marketing Director or the Communication Coordinator. The communications from "THE SUPPLIER" will be sent by its legal representative.

TWENTY-SIX.- COMMUNICATIONS. Communications between the parties must take place in writing, for the attention of the contacts designated by the parties in the previous clause, in accordance with the following:

- I. For "THE COUNCIL", communications will be addressed to the following civil servants: Luis Augusto García Rosado to lgarcia@promotur.com.mx, telephone number 001 (202) 265 90 and Yadira López Salas, to e-mail address ylopez@promotur.com.mx, telephone number 5278 4200 extension 1620 and by post with advice of receipt to "THE COUNCIL"'s address stated in Statement I.7 of this contract and will be understood to be made on receipt by the addressee, subject to verification or confirmation.
- II. For "THE SUPPLIER", communications will be sent to e-mail address peter.miller@mslgroup.com and by post with advice of receipt to "THE SUPPLIER"'s address stated in Statement II.9 of this contract and will be understood to be made on receipt by the addressee, subject to verification or confirmation.

If either of the parties should change or add telephone numbers or e-mail addresses, a written communication to the other party, sent at least 5 (five) days in advance, will be sufficient for the change to be duly formalised.

TWENTY-SEVEN.- LIMITATION OF LIABILITY. Under no circumstances will either of the parties be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages that either of them may incur in relation to the subject matter of this contract, whether such damages arise under this contract, from extra-contractual liability or from any other cause of action, even if the party in question has been warned about the possibility of such damages. Such damages include, but are not limited to, compensation, reimbursement or loss of profit, expenses, investments or present or future commitments, whether they are made to establish, develop or maintain the reputation or good name of the business.

Contract No. MTB/DRNA/14/2013 0000021

Except as expressed herein, neither party gives any guarantee, whether express or implied, regarding the products or services to be provided in accordance with this contract or that the software or other electronic devices provided or created on the Internet or published by "THE SUPPLIER" will be free of error or operated without interruption, and guarantees of title, merchantability and fitness for a particular purpose are expressly excluded. The total liability of "THE SUPPLIER" for any claims arising in relation to this contract will not exceed the total payments received and retained by "THE COUNCIL" under this contract as "THE SUPPLIER"'s fee and the responsibility of the latter for any particular claim must not exceed the payments received and retained by "THE COUNCIL" on its quota for the products or services in relation to which the particular claim is made. Claims for damages must be made within 1 (one) year of the incident to which they relate or will be forfeited forever.

TWENTY EIGHT.- CONFLICTS WITH THIRD PARTIES. The parties undertake to defend and hold harmless both one another and their parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, licensees, assignees and representatives, against any liability, damage or expense, including fees and reasonable costs of lawyers, which may be incurred as a result of any claim or process arising from (i) a violation or alleged violation of the statements, warranties, agreements or obligations under this contract and/or gross negligence or criminal intent on the part of "THE COUNCIL" or "THE SUPPLIER", as applicable; (ii) any advertising or other forms of communication approved prior to its disclosure by "THE COUNCIL" or "THE SUPPLIER", as applicable; (iii) the products, programmes or services of "THE COUNCIL" or "THE SUPPLIER", as appropriate; (iv) the actions of "THE SUPPLIER" or "THE COUNCIL" carried out with the approval of each of them, as the case may be; or (vi) any investigation into the actions and practices of "THE COUNCIL", or "THE SUPPLIER", including the costs and expenses related to compliance with the summons of a third party or other request for discovery.

TWENTY-NINE.- PROCEDURES REGARDING CONFLICTS WITH THIRD PARTIES. Within 10 (ten) days of the submission of any complaint or the start of any claim or proceeding against "THE COUNCIL" or "THE SUPPLIER" by any third party that may create a liability for "THE COUNCIL" or "THE SUPPLIER", under this contract, the affected party must notify the party responsible for the existence of such complaint, claim or process and must grant them a reasonable opportunity to defend or remedy the complaint at the expense of the responsible party and with the legal advice of its choice. The affected party must at all times, at its own expense, retain the right to participate fully in any settlement that it has reasonable cause to believe might have an adverse effect on its business.

Contract No. MTB/DRNA/14/2013 0000022

The affected party must make available to the responsible party all the books and records related to any complaint, claim or process (subject to the confidentiality provisions of this contract), and the parties are obliged to provide each other with any assistance that is reasonably requested to ensure an appropriate and adequate defence. The responsible party must not settle any complaint, claim or process that may give rise to a liability for the affected party under this contract without its prior written consent. Such consent will not be unreasonably denied.

THIRTY.- DISPUTE RESOLUTION.- The parties agree that in the event of any dispute arising with regard to the interpretation and fulfilment of this contract, they will try to resolve it by mutual agreement, and that only in the event that the dispute subsists will it be resolved through arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

Similarly, the parties acknowledge that this Contract is additionally signed in English. Therefore, in the event of any inconsistency or interpretation in the translation, the parties agree that the agreement made in the Spanish version will prevail.

In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this contract, the terms of the contract will prevail.

THIRTY-ONE.- ANNEXES. The parties acknowledge that this contract consists of 32 (thirty-two) clauses and 3 (three) ANNEXES which are signed by the parties and attached to this contract and described below:

ANNEX	CONTENT
ONE	Technical Annex
TWO	“SUPPLIER”s Technical and Financial Proposal
THREE	Guide to using the “México” brand

THIRTY-TWO.- APPLICABLE LEGISLATION. This Contract will be interpreted and governed by the laws of the State of New York, United States of America, not considering the principles of conflicting laws. Any disputes, controversies or disagreements that may arise between the related parties or in connection with this Contract, or with any breach thereof, will be resolved finally through arbitration. The arbitration will be conducted by three (3) arbitrators in New York, New York, United States of America. The decision made by the arbitrators will be final and binding on both parties.

Contract No. MTB/DRNA/14/2013 0000023

Having had this document read out to them and approved its content and legal scope, the parties hereto have ratified and signed it in three copies in New York City, New York, United States of America, on 31 July 2013.

FOR "THE COUNCIL"

[signature]

**Luis Augusto García Rosado
Regional Director for North America
Contract Administrator
and Legal Representative**

FOR "SUPPLIER"

[signature]

**Peter James Miller
Legal Representative of MSL Public
Relations, Inc.**

[signature]

**Gerardo Alberto Llanes Alvarez
Executive Marketing Director**

[signature]

**Eligio Serna Nájera
Executive Commercial Operations
Director**

[signature]

**Yadira López Salas
Communication Coordinator
Responsible for Administering and
Monitoring Fulfilment of the Contract**

CONTRACT REVIEW

[signature]

**Rafael Muñoz Fraga
Executive Legal Director**

THIS SIGNATURE PAGE IS AN INTEGRAL PART OF THE CONTRACT FOR THE PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013 BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL PUBLIC RELATIONS, INC., OF 31 JULY 2013.

Contract No. MTB/DRNA/14/2013 0000024

ANNEX ONE

**TO THE CONTRACT FOR THE PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013
BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL
PUBLIC RELATIONS, INC., OF 31 JULY 2013.**

TECHNICAL ANNEX

FOR "THE COUNCIL"

[signature]

**Luis Augusto García Rosado
Regional Director for North America
Contract Administrator
and Legal Representative**

FOR "SUPPLIER"

[signature]

**Peter James Miller
Legal Representative of MSL Public
Relations, Inc.**

[signature]

**Gerardo Alberto Llanes Alvarez
Executive Marketing Director**

[signature]

**Eligio Serna Nájera
Executive Commercial Operations
Director**

[signature]

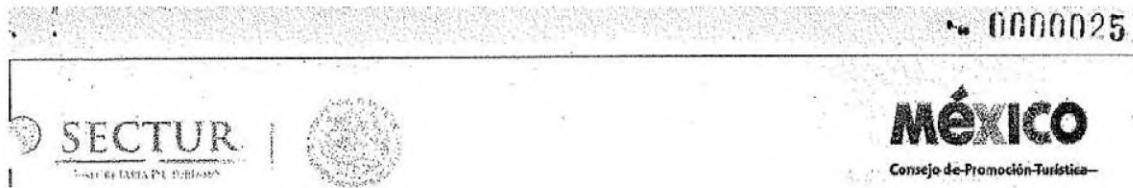
**Yadira López Salas
Communication Coordinator
Responsible for Administering and
Monitoring Fulfilment of the Contract**

CONTRACT REVIEW

[signature]

**Rafael Muñoz Fraga
Executive Legal Director**

**THIS SIGNATURE PAGE IS AN INTEGRAL PART OF THE CONTRACT FOR THE
PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013 BETWEEN CONSEJO DE
PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL PUBLIC RELATIONS,
INC., OF 31 JULY 2013.**



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
“2013, Year of Institutional Loyalty and Centenary of the Mexican Army”.

INTERNATIONAL PUBLIC RELATIONS

TECHNICAL ANNEX

1. PURPOSE AND SCOPE OF THE SERVICES TO BE CONTRACTED

Communication and Public Relations Service in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets and to promote the image of Mexico and stimulate demand and tourism services in the country for 24 months counting from the day after the contract is signed, in accordance with the following:

A. THE PUBLIC RELATIONS AND COMMUNICATION SERVICES CONSIST OF:

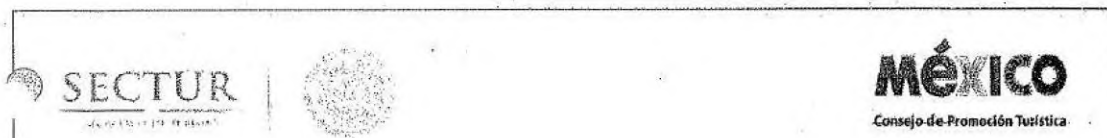
A.1 Development of the Communication and Public Relations Strategy

A.2 Preparation and implementation of a Work Plan considering, at the request of the CPTM, the services and activities stated below:

- a) Information and dissemination
- b) Relationship with the media and representatives of different sectors, including the industry
- c) Individual and group familiarisation trips for the media and representatives of different sectors, including the industry
- d) The consumer
- e) Organisation, participation and support for events and fairs
- f) Promotional activities
- g) Design, production and distribution of promotional items
- h) Design, development and distribution of content for productions
- i) Attention to critical or crisis issues
- j) Social media

A.3 Production and delivery of reports

0000026



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

2. SPECIFICATION OF THE SERVICES

A.1 Development of the Communication and Public Relations Strategy

"THE SUPPLIER" will prepare and propose to the Consejo de Promoción Turística de México (CPTM), within a maximum period of 20 calendar days of this contract being signed, a Communication and Public Relations strategy that is consistent with the Marketing Plan, the General Communication Strategy and all the documents and guidelines provided by the CPTM.

Said strategy must define the work processes, functions, responsibilities and times for the implementation of the work plan and will be subject to authorisation and adjustment by whoever is determined by the CPTM.

Said strategy must define, among other services, actions that allow the activities carried out by the institution to be positioned in international markets, strengthening links and relations between the CPTM and the representatives of different sectors, including the media.

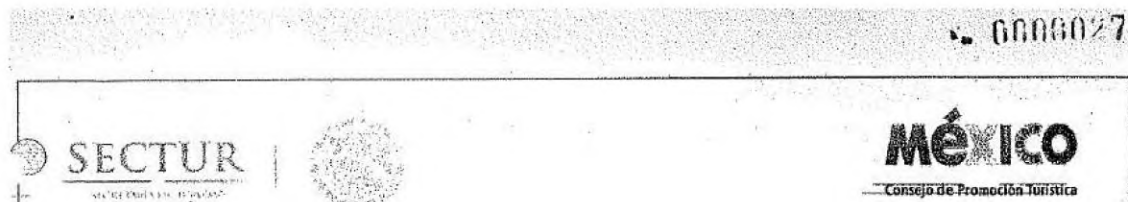
For its development, "THE SUPPLIER" must consider:

- The Marketing Plan provided by the Executive Marketing Directorate of the CPTM.
- The studies available in the market and general strategies that the CPTM defines, as well as any information and data "THE SUPPLIER" has in its possession in relation to the target audiences of the public relations actions, travel trends, innovative communication tools and channels, actions carried out by relevant destinations, business partners and potential allies, among others.

A.2 Development of the Work Plan

"THE SUPPLIER" must propose, within a maximum period of 30 calendar days of this contract being signed, and implement throughout the period of provision of the services, a Work Plan that includes the following services and activities, at the request of the CPTM:

- a) Information and dissemination
- b) Relationship with the media and representatives of different sectors, including the industry
- c) Individual and group familiarisation trips for the media and representatives of different sectors, including the industry
- d) The consumer



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

- e) Organisation, participation and support for events and fairs
- f) Promotional activities
- g) Design, production and distribution of promotional items
- h) Design, development and distribution of content for productions
- i) Attention to critical or crisis issues
- j) Social media

The Work Plan must include the following features:

- It must be drawn up in accordance with the format authorised by the CPTM
- It must describe the specific actions to be carried
- It must propose the events in which to take part and the respective dates
- It must provide a graphic description of the progress made by the Plan, as well as the follow-up actions to be carried out by "THE SUPPLIER"

The CPTM may make changes to the Work Plan in order to adapt it to any market opportunities or conditions that present themselves.

"THE SUPPLIER" must carry out the following activities in order to implement the Work Plan:

a) Information and Dissemination

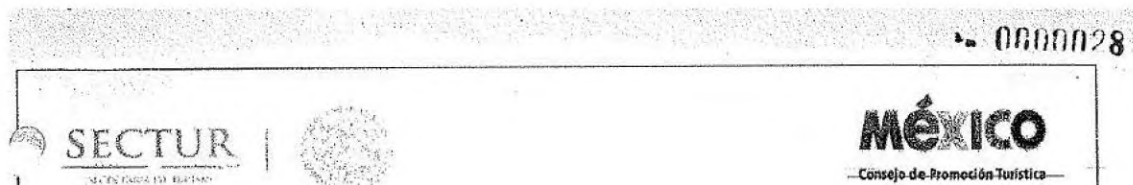
a.1 Generate and update on a permanent basis content that allows for systematic and consistent communication with the various target audiences in accordance with the CPTM guidelines.

This item includes the administration, development, operation, updating and maintenance of content for the digital communication channels and platforms developed by the CPTM, including online press pages for international markets and the CPTM image bank.

The CPTM will specify the information, content and materials that may be supplied to the media and industry representatives.

a.2 Generate, update and keep up to date the databases and market contacts:

- Media, establishing their sources and specialisations



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- Columnists, journalists and opinion leaders
- International tourism industry
- Organisations representing different sectors and/or with a close relationship to the industry
- Chambers and associations, tour operators and travel agencies, hotel chains, airlines, etc.
- Conference and Convention offices
- Overseas representative offices of the State tourism departments, among others

a.3 Draw up and distribute four electronic Morning Information Briefings

These must be sent on a daily basis, in English or Spanish, in electronic format, to the contacts determined by the CPTM, providing digital access to coverage of the main news items regarding the CPTM, tourism destinations in the country, the tourism sector and all the sectors which may have an impact or which, where applicable, constitute a risk to the tourism industry and the country's image.

Four information summaries must be drawn up to cover the following markets:

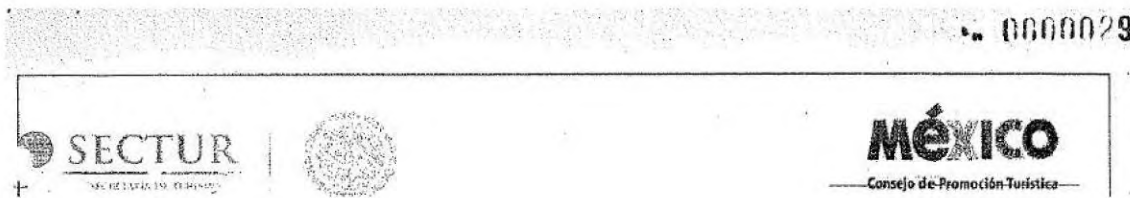
- North America (United States and Canada)
- Europe
- Latin America
- Asia and other markets in which information relevant to the Mexican tourism industry may arise

Both printed and electronic and digital media should be considered in drawing up this summary.

The summaries should include the notes published in each country covered, in different sections.

It should also include the critical issues detected, if any, and a summary of the monitoring of media or government sources issuing communications related to any kind of Mexico Travel Alert (Travel Alert, Travel Warning, Advisory and/or Recommendation).

If there are such communications, a communication management strategy must be proposed, including specific short, medium and long-term actions that minimise the effect of the situation to be faced.



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These summaries will be sent on a daily basis, including weekends, and by e-mail before 7:00 a.m. (Mexico City time) to the people specified by the CPTM.

In respect of the above, "THE SUPPLIER"'s reliance on the services of a specialised media monitoring company will not be considered to be subcontracting. The CPTM may request that this monitoring agency or company be changed at any time.

a.4 Draw up and distribute documents and/or materials for dissemination

At the request of the CPTM, all press releases, documents, editorial notes, speeches, presentations, content and/or materials for dissemination on the activities of the CPTM and/or tourist destinations and/or sectors related to this industry must be produced and distributed.

This item includes the generation of key message guides, supporting documents and question and answer documents, adapted to the market and to the different target audiences.

Equally, but not exclusively, official positions and documents must be drawn up regarding any critical situations and crises in the tourism sector and/or tourist destinations, which must be included in the aforementioned message guides.

At the request of the CPTM, all press releases and materials for dissemination that are required must be translated into the language required and adapted for the market in question.

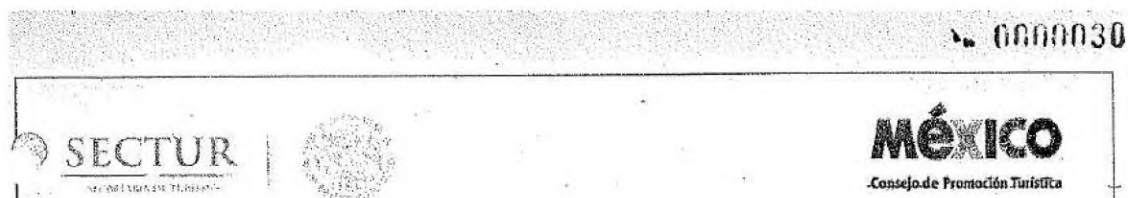
"THE SUPPLIER" must guarantee that said documents are constantly updated and submit them for approval by the CPTM, which may request the necessary adjustments and changes to the documents and/or materials for dissemination as many times as required.

b) Relationship with the Media and Representatives of Different Sectors, including the Industry

"THE SUPPLIER" must:

b.1 Establish a press centre with the capacity to respond with quality and efficiency to requests for information made by the media, in order to respond and follow up on such requests, provide advice and attend to requests for images or any material and information about Mexico to be sent.

As for the exchange of information, this will be done through the technological and communications infrastructure of "THE SUPPLIER". No use will be made of the technological resources of the CPTM.



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"THE SUPPLIER" must develop a database in which to record the media and journalists who request information, as well as the status of the follow-up activities. This database must contain the details of the person who contacts to the press centre (name, address, telephone, e-mail, etc.), the media for which they work, and the information requested.

The policies for responding to the requests will be determined jointly with the CPTM.

"THE SUPPLIER" must take into account that if critical situations arise it must have the additional personnel required and, if necessary, appoint them to providing quality care to representatives of the media who make contact with the press centre.

b.2 "THE SUPPLIER" must establish and maintain a close relationship with journalists, columnists, opinion leaders and members of the different sectors, including industry, in the various markets covered.

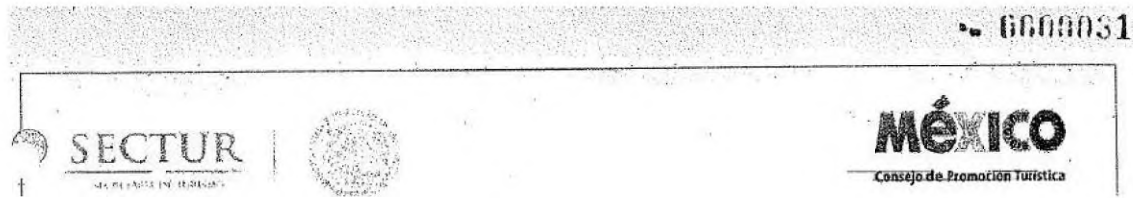
The activities will include:

- Maintaining effective, proactive and continuous contact with representatives of the media, journalists and/or opinion leaders
- Carrying out actions that will keep them informed and encourage positive coverage of Mexico's comprehensive offer and the CPTM's activities by:
 - Sending information and press materials
 - Follow-up calls
 - Development of editorial articles
 - Invitation to events
 - Partnership management, among others

Managing interviews and meetings with the media, organising press conferences and events, in accordance with the communication strategy developed and the lines of action established by the CPTM

Responding to requests for images and audiovisual material by the media or opinion leaders, taking all the necessary steps to send and/or deliver them, in the requested format, through the mechanisms established by mutual agreement with the CPTM.

Designing, developing content and producing information and material for dissemination to the media and members of different sectors, including the industry.



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b.3 Organise and manage the delivery of professionalisation seminars for civil servants in the sector, members of the industry, opinion leaders and/or the media.

The service includes, among other actions:

- Organisation, design of the methodology, selection of topics and proposal of candidates and possible speakers for seminars to refresh knowledge of Mexico's overall offer
- Negotiation with suppliers, management and logistics during the development of the activity
- Evaluation of results and follow-up on the agreements, initiatives and results achieved

The CPTM must evaluate and authorise both the viability of these types of events, as well as the level of the speakers and participants, so prior authorisation from the CPTM will be required.

b.4 Manage, coordinate and supervise online or live seminars and/or training programmes on Mexico's overall offer and its new products to travel agents, tour operators, reservation centres and sales intermediaries, among others.

b.5 Participate on behalf of the CPTM in virtual shows or seminars in which the CPTM participates internationally.

c) Individual and Group Family Trips for the Media and Representatives of Different Sectors, including the Industry

At the request of the CPTM, "THE SUPPLIER" must:

c.1 Present an annual schedule of familiarisation trips, indicating the sectors to be positioned, products and segments to promote and destinations to visit, in accordance with the CPTM's general communication strategy.

c.2 Submit for the CPTM's approval all guest proposals and consider that the CPTM will not cover any of the guests' personal expenses.

c.3 Consider that among other activities, it will be responsible for:

- The organisation, coordination and running (subject to prior authorisation from the CPTM) of the familiarisation trip

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- The negotiation and management of supports and/or courtesies for the service providers and tourist promotion units of the destination in question (this will be done in conjunction with the CPTM)
- The participation in the trip, if requested and authorised by the CPTM, of one of the members of the “THE SUPPLIER”’s work team
- The use of questionnaires to assess the trip, services and Mexico’s overall offer. The CPTM will deliver the model questionnaire it has and will be open to suggestions for changes and/or improvements, in which case the document must be authorised by the CPTM.

d) The Consumer

d.1 “THE SUPPLIER” must propose, at the request of the CPTM, a series of actions aimed at consumers that allow their interest in travelling to Mexico to be awakened.

Such actions include, among others, the organisation, management, coordination and development of competitions and/or raffles for trips to Mexico, aimed at the consumer, in order to promote national tourist destinations and guarantee the presence of the Country Brand in events or forums where these take place.

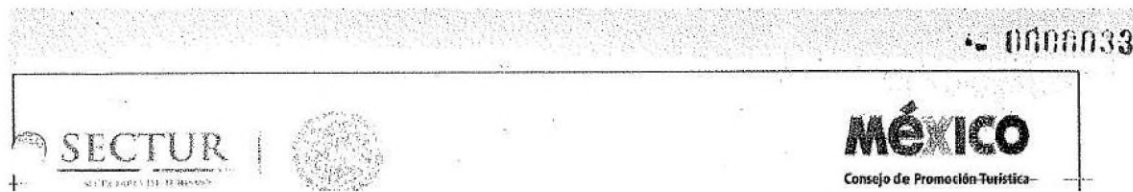
It will be the responsibility of “THE SUPPLIER” to comply with all legal and administrative requirements for the actions included in this item to be taken.

e) Organisation, Participation and Support for Events and Fairs

“THE SUPPLIER” must carry out the necessary actions for the organisation, participation and support of events, fairs, conferences, conventions, tours, official visits and/or caravans, among others, in accordance with the schedule that “THE SUPPLIER” must include in the strategy to be developed and, where appropriate, in accordance with the schedule and specifications established by the CPTM.

Among other actions, “THE SUPPLIER” must:

e.1 Generate the concept and/or coordinate and/or ensure the presence of the Country Brand, in accordance with the objectives of the CPTM, in work sessions, fairs and promotional events, which allow the interest of attendees and potential consumers in the country's comprehensive offer to be garnered.



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e.2 Establish long-term relationships and create synergies with potential allies that allow the CPTM's investment in events to be maximised, while generating the greatest possible media impact.

e.3 Provide support and assist the CPTM in promotional events, fairs, conferences, tours, official visits, advertising events, etc., that the CPTM organises or in which it participates based on its needs, including the transfer of resources, personnel from the industry or the different sectors to cover, assist or participate in the events.

f) Promotional Actions (PAs)

For their performance, at the request of the CPTM, "THE SUPPLIER" must:

f.1 Prepare a schedule that covers all the Promotional Actions (PA's) proposed, which may be modified according to the promotional interests of the CPTM, identification of additional promotional actions, or changes in the needs and/or products to be promoted.

This schedule must be part of the proposed strategy.

f.2 Negotiate, plan and execute the Promotional Actions in the work programme authorised by the CPTM.

f.3 Design and present a public relations and dissemination programme in parallel with the promotional action, which justifies both the CPTM's investment and the strategy that will allow it to be maximised.

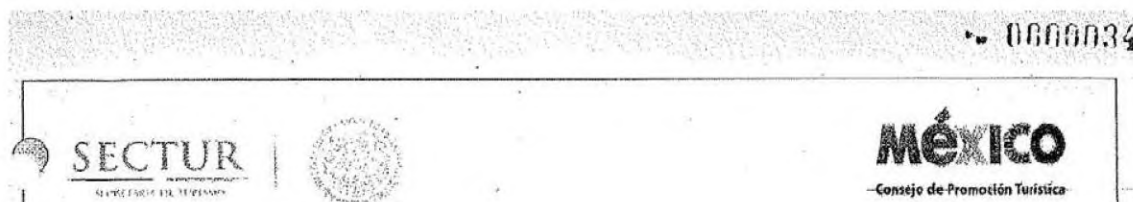
The promotional action must be evaluated based on the visibility and benefits of the presence of the Country Brand and its destinations, as well as the impact it generates.

At the request of the CPTM, public relations actions must be carried out to attend events organised by third parties, with short planning periods, in which the Country Brand has a presence.

g) Design, Production and Distribution of Promotional Items

"THE SUPPLIER" must:

g.1 Submit the design and characteristics of the Promotional Items to the CPTM for approval, supervise their production and take responsibility for their distribution to whoever is determined by the CPTM.



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The CPTM may request changes and adjustments to the Promotional Items, in case they do not comply with the established quality standards, or in case they do not respect the brand use guide and corporate identity.

h) Design, Development and Distribution of Content for Productions

h.1 The actions included in this item include the design, production and distribution of content for television, film, radio and other media productions which make it possible to publicise Mexico's overall offer or any individual sector that is intended to be promoted internationally

i) Attention to Critical and/or Crisis Issues

If a critical issue or crisis situation arises, "THE SUPPLIER" must:

i.1 Deal appropriately with situations that affect the image of Mexico, the CPTM and its offices abroad, as well as Mexico's tourist destinations.

i.2 Identify and report in a timely manner the risks to the image of Mexico and its tourist destinations, as well as to the CPTM and its offices abroad.

i.3 At the request of the CPTM, prepare a document of communication activities to deal with critical situations, which must be delivered to the CPTM for authorisation 45 calendar days after the contract is signed.

This document must include the development of official positions, key messages and supporting documents.

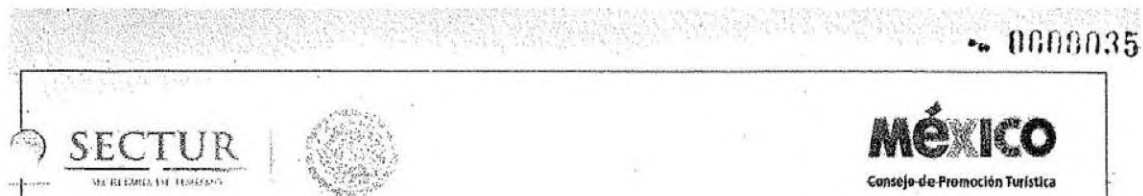
i.4 If real crisis situations arise, the document must immediately be adapted to the particular crisis and implemented as soon as it is authorised by the CPTM.

i.5 Prepare and send a special monitoring report on critical situations, as well as a recommendation for actions that allow the impact to be monitored and minimised and the negative image of Mexico, its destinations and tourism products among public opinion to be counteracted.

i.6 Present a coordination mechanism with the CPTM's overseas offices, as the case may be, as well as attend to and communicate with the relevant civil servants.

j) Social Media

At the request of the CPTM, "THE SUPPLIER" will be responsible for:



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- j.1 Designing the communication strategy and managing CPTM's social media channels.
- j.2 Administering and operating the social media digital communication channels and platforms in the markets of North America, Latin America, Europe, Asia and emerging markets.
- j.3 Monitoring the perception and feelings prompted by the Country Brand on the Internet and in social media through listening tools.
- j.4 Developing and establishing a social media and/or network crisis management plan.
- j.5 Developing a strategy for involving and capturing the attention of communities in each market.
- j.6 Generating and developing promotions, activations and content for social media channels.
- j.7 Creating a Social ADS promotion strategy.
- j.8 Designing special apps and extra social channels.
- j.9 Based on the services listed, the actions under this item include, among others:
- Design, generation, development, operation, updating and maintenance, supply and administration of content for the CPTM's social channels.
 - Generation of a work plan, timetable and sentiment and perception reports resulting from the use of the listening platforms, following-up on the specific search terms.
 - Preparation of the annual work schedule and timetable, divided by month, describing the specific actions to be carried out, considering all the aforementioned activities and those indicated by the CPTM.
 - Involvement of the community of the different channels of the CPTM's social networks with the publication of appropriate and relevant material, including photos, links to current information, videos, questions, surveys and organisation of competitions and promotions.
 - Contacting users identified as opinion leaders and/or who have large audiences to create a spokesperson programme that assists with the dissemination of content.



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- Dissemination of the initiatives of sites determined by the CPTM, through communication strategies that involve the use of the various publishing resources and applications that the media and social media platforms have available.
- Administering the information contained on the platforms, news and press pages on social media channels.
- Designing and implementing apps and technological developments needed to respond to the social and/or social/mobile strategies in each market.
- Containing crises caused by external factors in the CPTM's social channels using publishing equipment to neutralise critical situations and achieve an optimum speed of response within six hours.
- Measurement of activity based on the specifications and mechanisms established by the CPTM for all the digital communication channels and platforms in the relevant media, social networks and blogs.

A.3 Production and Delivery of Reports

At the request of the CPTM, the following reports must be delivered in the language (Spanish and/or English) and format determined by the CPTM:

A.3.1. Weekly executive report analysing the editorial content and situation, the main news generated, as well as recommendations for actions by the CPTM in relation to media coverage.

This must be sent on the last working day of each week, by e-mail, before 12.00 p.m., to the individuals specified by the CPTM.

Likewise, when requested by the CPTM, any information or evidence of press releases, which are reflected in the electronic daily news summary, or any relevant additional note or data on the tourism sector, or the sectors affected by it, must also be provided.

A.3.2. Monthly executive report on the services and actions carried out, stating the progress made and the specific quantitative and qualitative results.

This report must include comments and/or reasons if changes or modifications are made to the activity plan and the ROI (Return on Investment).



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A.3.3. Monthly "Clippings" Report relating to the editorials published in the media, as well as the advertising value of the impacts generated.

The "clippings" report is understood to be a compilation of the pub generated in each market about Mexico, the actions carried out by the CPTM and civil servants, and/or promotional actions by the destinations or representatives of the different sectors, including the industry.

The report must state whether these published items are the result of actions by "THE SUPPLIER", the CPTM or a third party and must comply with the following requirements:

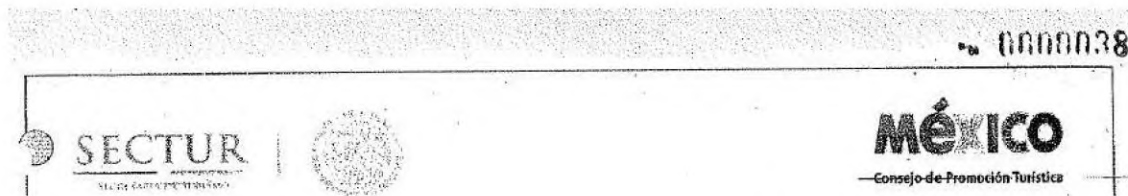
- It must be delivered at the end of each month
- It must show the Return on Investment (ROI) achieved based on the method established by "THE COUNCIL"
- It must include all the published items and coverage generated by "THE SUPPLIER" and/or "THE COUNCIL"
- It must include an executive report analysing the content and coverage
- It must include information regarding: media category, circulation, distribution, total published items per media, position of the editorial, advertising equivalence, among others.

In case of contingencies and crisis situations, special coverage reports must be issued, in accordance with the needs of the CPTM and, where appropriate, with the specifications set by the CPTM.

"THE SUPPLIER" must deliver this report on magnetic media which must include direct access to the specific item (hyperlink). A hard copy of the general executive report must be submitted.

A.3.4. Cumulative physical-financial report showing how each month's budget has been spent, itemised by action. This report must state the budget used, invoiced and available, referring to the actions carried out and indicating both invoice number and the dates of delivery to the financial resources area, as well as payment request numbers and the respective dates of receipt. The report must be delivered monthly.

A.3.5. At the CPTM's request, a document containing the following information must be delivered for each press conference, event, tour, seminar, caravan, fair, promotional action and/or familiarisation trip:



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- Activity plan and budget
- Authorisation from the CPTM
- Copy of the invoice presented
- Supporting documents showing expenses and payments made to third parties
- Report on activities carried out, according to the verification methods established by the CPTM

A.3.6. In the case of Social Media services and activities, the following reports must be presented:

- Weekly feelings and perception report including action plan based on the results
- Crisis contingency report, drawn up as necessary or at the request of the CPTM
- Report on monthly metrics, progress and publications regarding the behaviour of channels, community and publications by market
- Quarterly report on the generation of web content to be used on the CPTM's social media pages
- Follow-up report on promotion, duration, participation, lessons learned and conclusion of promotions and events, as necessary, at the request of the CPTM
- Report on social media advertising campaigns in the format and with the features stated by the CPTM, including: cost, effectiveness, duration, example of artwork and its use generated by the campaign assessment tool, as well as the lessons learned from it, to be issued every time a campaign ends.
- Report on the design and implementation of technological applications developed, subject to prior authorisation from the CPTM and according to its established criteria.

The CPTM may request any other report to be drawn up, change the number of reports and/or their format at no additional cost.

The CPTM will deliver to “THE SUPPLIER” the model reporting and follow-up documents it has in its possession to be modified and subsequently approved by the CPTM.

3. INFRASTRUCTURE AND PERSONNEL REQUIRED

3.1 In order to provide the services, “THE SUPPLIER” must have the capacity to operate in the following markets, countries or cities with all the specified technical and human infrastructure.



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Team 1

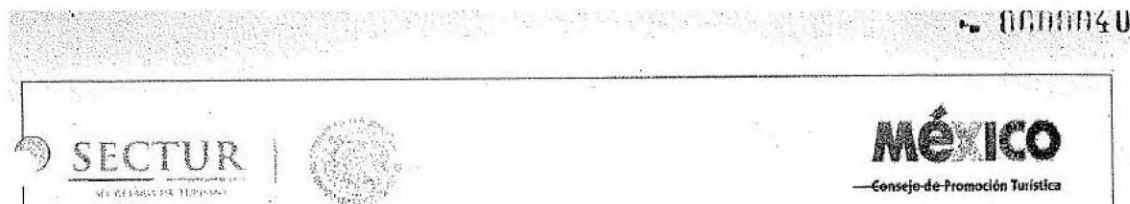
MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Global)	Supplier's office in New York, United States
1	Online Account and Social Media Manager (Global) (*)	
1	Account Supervisor (Global)	
2	Media Service Executives	
1	Online Community Executive (*)	
1	Administration Executive	
1	Account Supervisor	Supplier's office in Toronto, Canada
1	Media Service Executive	

Team 2

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in London, United Kingdom
1	Account Supervisor (Regional)	
2	Media Service Executives (Regional)	
1	Account Supervisor	Supplier's or CPTM's office in Madrid, Spain
1	Media Service Executive	
1	Online Community Executive for the French Market (*)	Supplier's office
1	Online Community Executive for the German Market (*)	Supplier's office

Team 3

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in Buenos Aires, Argentina
1	Media Service Executive (Regional)	
1	Online Community Executive (*)	
1	Media Service Executive	Supplier's office in São Paulo, Brazil



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Team 4

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in Tokyo
1	Account Supervisor (Regional)	
1	Media Service Executive	
1	Online Community Executive for the Japanese market (*)	
1	Administration Executive	
1	Online Community Executive for the Chinese market (*)	Supplier's office in Beijing

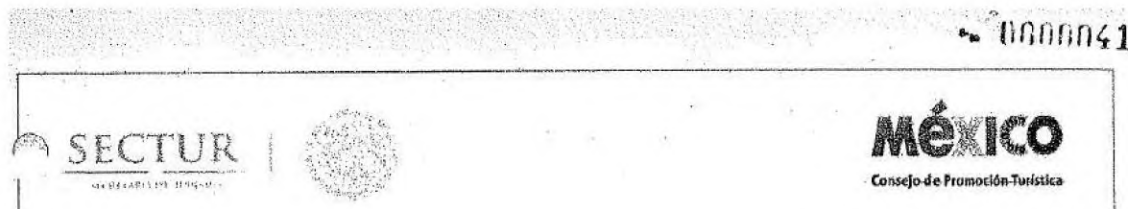
Liaison Team

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Operational liaison	Supplier's or CPTM's office in Toronto, Canada
1	Operational liaison	Supplier's or CPTM's office in Madrid, Spain
1	Operational liaison	Supplier's or CPTM's office in Berlin, Germany
1	Operational liaison	Supplier's or CPTM's office in Beijing, China

Team 5

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Global)	Supplier's office in Mexico City
2	Operation/Administration Executives (Global)	
1	Online and Social Media Operation and Administration Executive (Global) (*)	

(*) At the request of the CPTM.



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3.2. The required personnel must be fluent in English and the language of the country where the services included in this technical annex are provided (materials for dissemination, events, fairs, promotional actions, etc.).

3.3. - The required personnel must work exclusively for the CPTM account and must not attend to other accounts. Nonobservance of this point will be considered as a breach of the service by the agency.

The people proposed by "THE SUPPLIER" to provide the service must be approved by the CPTM.

The CPTM may request the replacement of such personnel without any justification, whenever and however many times it deems necessary.

The CPTM must be consulted about the removal of any of the executives servicing the account.

3.4. The personnel assigned by "THE SUPPLIER" to service the account must work at the following times and be available at any time, according to the needs of the CPTM:

- According to the official labour calendar in Mexico, and from 9:00 a.m. to 6:00 p.m.

3.5 As regards experience and functions, the personnel dedicated to the account must fulfil the following requirements:

Account Managers: Must have more than two years' experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required and is fluent in Spanish, if appointed.

The Account Manager for the Asian market should preferably be fluent in Spanish and must be fluent in English.

Account Supervisors: Must have more than two years' experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.



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Media Service Executives: Must demonstrate at least 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

Operation/Administration Executive: Must demonstrate at least 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

Liaison: Must demonstrate 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

3.6. The required personnel must provide the service with all the technological resources needed in terms of computer equipment, software and telecommunications, as well as graphic design and photography, without this generating any cost for the CPTM.

4. SERVICES INCLUDED IN FEES

The services included in the monthly fee invoiced by "THE SUPPLIER" are:

A.1

A.2: a.1, a.2, a.3, a.5, b.1, b.2, b.3 (design, organisation and coordination), b.4, (design, organisation and coordination), b.5 (design, organisation and coordination), c.1, c.2, c.3, d.1 (design, organisation and coordination), e.1, e.2, e.3 (design, organisation and coordination), f.1, f.2, f.3, g.1 (design and supervision), i.1, i.2, i.3, i.4, i.5, i.6, j.1, j.2, j.4, j.5, j.6 (design, generation and development), j.7 (strategy and promotion), j.8 and j.9.

A.3

The services not detailed in the subsections of the previous paragraph must be invoiced as expenses or paid to third parties, so they must not be taken into account when calculating the financial budget, these being:

- A.2: a.4, b.3, b.4, b.5, c.3, d.1, e.3, f.3, g.1, h.1, j.3, j.6 (awards), j.7 (social ADS), j.8 (social ADS).
- A.3.3 (purchase of "Clippings").

The per diems and expenses incurred by personnel to conduct the Familiarisation Trips, events, fairs, caravans, international tours, etc., will be billed by "THE SUPPLIER" as payments to third parties and must comply with the policies that the CPTM has established for its own personnel. Any expenses that do not comply with these guidelines will not be covered by the CPTM.



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

Administrative expenses related to the management of the account, such as office equipment, equipment, telephony, overtime, attendance at meetings, customer visits etc., will be included in the fees.

C. GUARANTEE

To ensure compliance with the obligations established in the contract awarded, within ten calendar days of said contract being signed, the Agency that is awarded the contract must submit to the Council a Letter of Credit for 10% (ten per percent) of the total amount to be paid in the financial year in question, which must be renewed each year for the amount to be paid within that year. This must be submitted within the first 10 (ten) calendar days of the corresponding financial year. Said Letter of Credit in favour of the Consejo de Promoción Turística de México, S.A. de C.V. must fulfil the specifications given in Form B of this request for quotation.

The guarantee may only be cancelled by written communication to the Council.

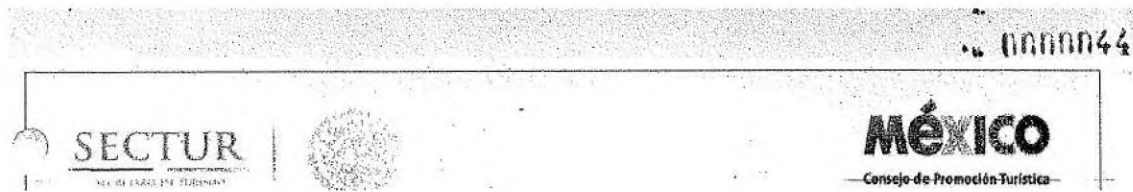
RELEASE OF THE GUARANTEE

The guarantee of fulfilment of the contract may only be released through the Executive Administration and Finance Directorate, at the written request of the Regional Directorate for North America, confirming the fulfilment of each and every one of the obligations established in the contract.

OBLIGATORY DOCUMENTS

Documents that must be submitted in addition to your technical proposal.

1. A written statement confirming that you are aware of the technical features and scope of the service that is the subject of this procedure and that you meet all the requirements stated in the Technical Annex.
2. Presentation of Forms A, C, D and E, duly requested.



Luis Augusto García Rosado
Regional Directorate for North America

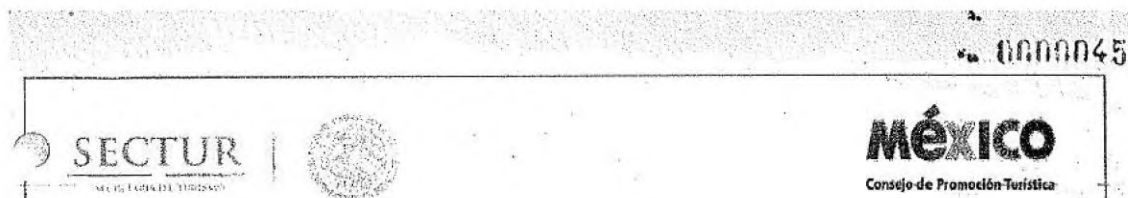
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FORM A
FINANCIAL PROPOSAL

No.	ITEM	BUDGET TO BE IMPLEMENTED IN UNITED STATES DOLLARS	
		Minimum \$16,423,931.62	Maximum \$41,059,829.06
1	Percentage of Fees		

THE PERCENTAGE OF FEES INCLUDES ADMINISTRATION, OPERATION AND VERIFICATION COSTS AND WILL BE FIXED FOR THE DURATION OF THE CONTRACT. THIS PERCENTAGE OF FEES COVERS THE PROPOSAL AND DEVELOPMENT OF CREATIVE CONCEPTS.

THE PERCENTAGE OF FEES MUST BE DETERMINED IN ACCORDANCE WITH THE TOTAL MINIMUM BUDGET.



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
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FORM B

**LETTER OF CREDIT OR BOND TO GUARANTEE FULFILMENT AND, IF APPLICABLE,
EARLY COMPLETION OF THE CONTRACT**

LETTER OF CREDIT FORM

Date of issue

Expiry date:

Beneficiary

Consejo de Promoción Turística de México, S.A. de C.V. (Day, Month and Year)
Viaducto Miguel Alemán No. 105, Col. Escandón
C.P. 11800
Delegación Miguel Hidalgo
México, D.F.

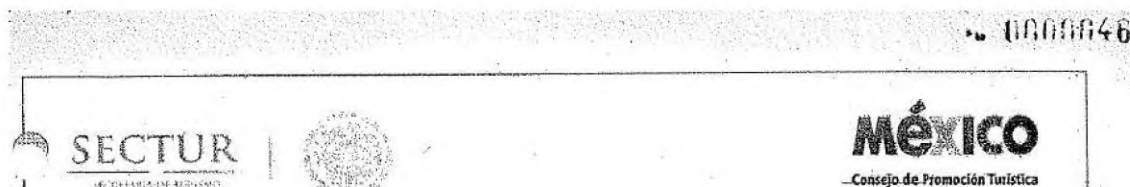
Letter of Credit No. XXXXXXXX

Dear Sirs,

Obligatory text to be included in the Letter of Credit issued:

This letter of credit is issued to guarantee the undertakings given by (name or company name of the person who has given undertakings to the Consejo de Promoción Turística de México, S.A. de C.V.) for the maximum amount of \$ (amount in figures and letters, stating the currency), in relation to the contract [or agreement if applicable] (number and date of the contract or agreement) entered into between (name or company name of the person who assumed obligations with the Consejo de Promoción Turística de México S.A. de C.V.) and the Beneficiary and its future amendments, for (description of the undertaking guaranteed). This letter of credit will be payable on demand at [our offices located at (bank address with presentation hours)] by submitting the following documents:

1. Payment request on headed paper of the Consejo de Promoción Turística de México, S.A. de C.V., according to the attached format, stating the non-fulfilment by (name or company name of the person who gave undertakings to the Consejo de Promoción Turística de México, S.A. de C.V.)
2. Original or copy of the Letter of Credit



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

Special conditions:

Partial and multiple pay-outs are permitted under this letter of credit. Under no circumstances may the accumulated amount of the payment requests exceed the total amount of this letter of credit.

1. We give an irrevocable undertaking to the Consejo de Promoción Turística de México, S.A. de C.V. to honour their payment requests, as long as they are presented in compliance with the terms and conditions of this letter of credit on or before the due date, by electronic transfer of immediately available funds according to the instructions given by the Beneficiary in the payment request itself.
2. In the event that the payment request does not comply with the terms and conditions of this letter of credit, the issuing bank must notify the Consejo de Promoción Turística de México, S.A. de C.V. in writing of the rejection of the presentation specifying all the discrepancies on which it has based its rejection. Said notification may be delivered to the Beneficiary by e-mail or fax to the number provided by the Beneficiary to the issuing bank, no later than the third working day immediately following that on which the payment request was presented.
3. The Consejo de Promoción Turística de México, S.A. de C.V. may resubmit a new payment request that complies with the terms and conditions of this letter of credit, provided that such payment request is submitted within the term of this letter of credit.

In the event that on the last working day available to present the documents the place of presentation is closed for any reason, the last day on which to present the documents will be extended to the fifth working day immediately after the one on which the issuing bank restarts its operations.

Any dispute that may arise by reason hereof must be resolved exclusively before _____
with offices at _____

Sincerely,

ISSUING BANK
NAME AND SIGNATURE OF
THE AUTHORISED OFFICERS



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

(Beneficiary's headed paper)

Payment request

Date: (presentation date)

National bank or correspondent of the issuing bank
(Name and address)

Ref. (Letter of Credit No.-----)

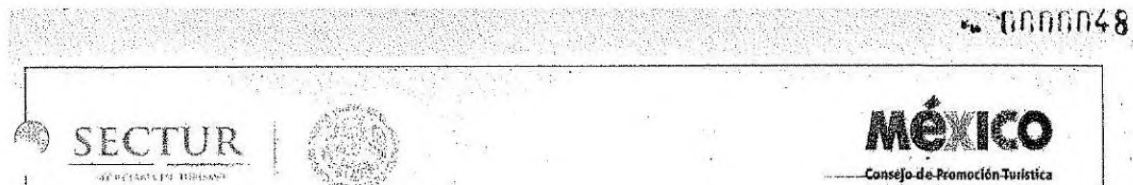
Consejo de Promoción Turística de México, S.A. de C.V., as the beneficiary of the aforesaid Letter of Credit, hereby states that:

(name or company name of the person who have undertakings to the Consejo de Promoción Turística de México, S.A. de C.V.) has failed to comply with the subscribed terms and conditions of the contract [agreement] no. (Number and date of the contract), specifically the stipulations contained in clause(s) (Contract clause no.), as a result of which the (Consejo de Promoción Turística de México, S.A. de C.V.) is entitled to draw against this Letter of Credit.

In view of the above, please transfer the amount (amount in figures and letter, stating the currency) to bank account no. (bank account) with (bank name) in the name of (Consejo de Promoción Turística de México, S.A. de C.V.).

Please quote the reference of this letter of credit in the payment made.

Full name, position and signature of the authorised signatory 1
E-mail
Telephone
Fax



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

(Form to be used only in the event of the Letter of Credit being amended)
(ISSUING BANK'S HEADED PAPER)

	Date of issue
Issuing bank Full name and address.	(Name or company name of the person who gave undertakings to the Consejo de Promoción Turística de México) Contract number:
Beneficiary (Consejo de Promoción Turística de México, S.A. de C.V.)	Issuing Bank Reference (Letter of credit number)

Amendment no. _____

We are amending the above letter of credit as follows in accordance with the terms of the credit.

Says:

(Enter existing text)

Should say:

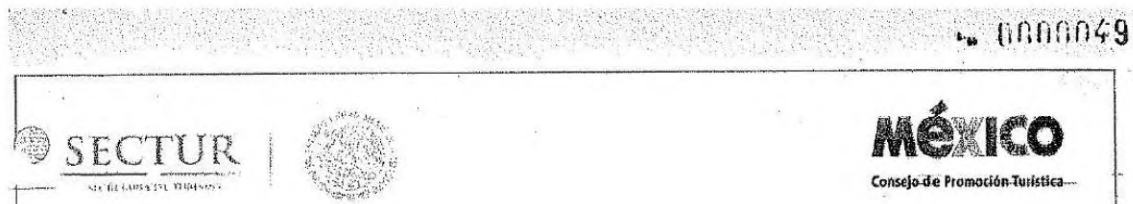
(Enter new text)

The remaining terms and conditions of the letter of credit remain unchanged.

This amendment is an integral part of the above Letter of Credit.

Sincerely,

ISSUING BANK
NAME AND SIGNATURE OF
THE AUTHORISED OFFICERS



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

BOND FORM

(Name of the bond issuer) will stand as Guarantor for the amount of \$_____ in favour of the Consejo de Promoción Turística de México, S.A. de C.V. to guarantee that (Name of the Contracting Party) fulfils each and every one of the obligations under its responsibility and arising from the contract (contract identification number), signed on (contract signing date), with an amount of (amount in figures and letters), relative to (object of the contract), in the event that our bonded party fails to comply with the obligations, (naming of the establishment issuing the bond) expressly declares that: a) this bond is granted under the terms of the aforesaid contract and its annexes; b) the bond is granted to cover fulfilment of the guaranteed contract and its annexes, as well as any liability that may be borne by the bonded party for the execution thereof; c) in the event of aforementioned contract being extended, the term of the bond will automatically be extended in accordance with said extension; d) the bond may only be cancelled by written notice from the Consejo de Promoción Turística de México, S.A. de C.V., which will issue it once the fulfilment of all the obligations agreed in the contract and its annexes has been verified, e) this bond will be effective from the date on which it is issued, for the term of the contract and throughout the course of any legal remedies or lawsuits that may be instituted until a final resolution is pronounced by a competent authority, meaning that its validity cannot be restricted to the period of fulfilment of the main contract or the source of the obligations.

00000050



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
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FORM C

ACCREDITATION OF EXISTENCE AND LEGAL PERSONALITY

I declare under oath that the data set forth herein are true and have been duly verified, as well as that I have sufficient powers to sign the proposal in this Direct Award for and on behalf of

Procedure No.

Federal Register of Taxpayers:

Domicile:

Street and Number:

Town:

Municipality:

Zip code:

State:

Telephones:

Fax:

E-mail:

No. of the Public Writ containing the Articles of Association:

Date:

Name, number and place of the Notary Public before whom it was attested:

Details of the shareholders:

Paternal surname:

Maternal surname:

Name(s):

Description of Company Purpose:

Revisions of the Articles of Association:

Name of the Attorney or Representative:

Details of the document proving his/her personality and powers:

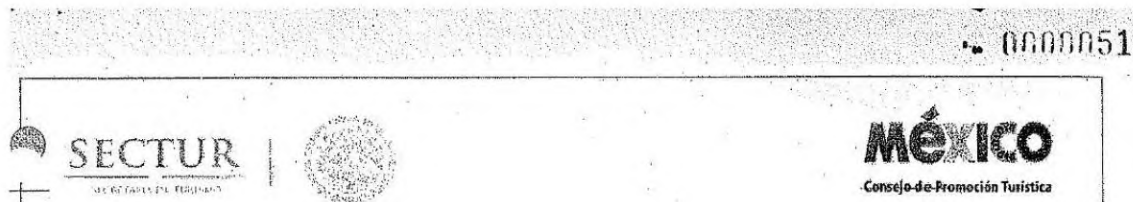
Public Writ No.:

Date:

Name, Number and Place of the Notary Public before whom it was issued:

(Place and date)

Note: this form may be reproduced by each company in whatever way is most convenient, while respecting its content, preferably in the order shown.



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
"2013, Year of Institutional Loyalty and Centenary of the Mexican Army".

FORM D

**DECLARATION UNDER OATH OF NOT BEING BANNED FROM PARTICIPATING
UNDER THE LAW.**

(Date)_____ (month)_____ (year)_____ (1)

**CONSEJO DE PROMOCIÓN TURÍSTICA
DE MÉXICO, S.A. DE C.V.**

Viaducto Miguel Alemán No. 105
Col. Escandón, México, D.F.

For the purpose of presenting a proposal and, where appropriate, entering into the contract with this Entity, in relation to _____, for the contracting of _____, we hereby state under oath that we are aware of the content of articles 50 and 60, second to last paragraph, of the Law on Public Sector Procurement, Leases and Services, as well as its legal scope, and that neither the undersigned nor whom I represent, is in any of the situations described in these precepts.

NAME AND HANDWRITTEN SIGNATURE OF THE COMPANY'S LEGAL REPRESENTATIVE



Luis Augusto García Rosado
Regional Directorate for North America

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO, S.A. DE C.V.
“2013, Year of Institutional Loyalty and Centenary of the Mexican Army”.

FORM E

DECLARATION OF INTEGRITY

(Date) _____ (month) _____ (year) _____ (1)

**CONSEJO DE PROMOCIÓN TURÍSTICA
DE MÉXICO, S.A. DE C.V.**

Viaducto Miguel Alemán No. 105
Col. Escandón, México, D.F.

I write with reference to the Direct Award procedure pursuant to article 16 of the Law on Public Sector Procurement, Leases and Services No. _____ in which the company I represent, _____, domiciled at (street) _____ (number) _____, (Town) _____ (postcode) _____, in _____ is taking part in the contracting of _____ Services for _____, for the period _____ to _____.

In this respect, under the terms of article 29, section IX, of the Law on Public Sector Procurement, Leases and Services, I declare under oath, that the undersigned or the person who we have accredited to take part in the Direct Award, will refrain from engaging in any conduct intended to persuade the civil servants of the Consejo de Promoción Turística de México, S.A. de C.V., to alter the assessments of the proposals, the result of the procedure, or other aspects that may grant more advantageous conditions to them than to the other participants.

SINCERELY

(Handwritten signature of the legal representative)

Contract No. MTB/DRNA/14/2013 0000053

ANNEX TWO

**TO THE CONTRACT FOR THE PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013
BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL
PUBLIC RELATIONS, INC., OF 31 JULY 2013.**

“SUPPLIER”’S TECHNICAL AND FINANCIAL PROPOSAL

FOR “THE COUNCIL”

[signature]

**Luis Augusto García Rosado
Regional Director for North America
Contract Administrator
and Legal Representative**

[signature]

**Gerardo Alberto Llanes Alvarez
Executive Marketing Director**

[signature]

**Eligio Serna Nájera
Executive Commercial Operations
Director**

[signature]

**Yadira López Salas
Communication Coordinator
Responsible for Administering and
Monitoring Fulfilment of the Contract**

CONTRACT REVIEW

[signature]

**Rafael Muñoz Fraga
Executive Legal Director**

FOR “SUPPLIER”

[signature]

**Peter James Miller
Legal Representative of MSL Public
Relations, Inc.**

**THIS SIGNATURE PAGE IS AN INTEGRAL PART OF THE CONTRACT FOR THE
PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013 BETWEEN CONSEJO DE
PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL PUBLIC RELATIONS,
INC., OF 31 JULY 2013.**



0000054

19 July 2013

**Consejo de Promoción Turística de México, S.A. de C.V.
152 Madison Ave. Suite 1800 New York, NY 10016**

**Attn.:
Luis Augusto García Rosado
Regional Directorate for North America**

As members of the MSL Group Americas Inc. team, we wish to thank you for the opportunity given to our company to participate in the process of quoting for Communication and Public Relations services in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets for the Consejo de Promoción Turística de México.

In response to your request, we have drawn up a proposal that takes the following aspects into account:

1. The specifications for the quoted services (attached hereto).
2. An open contract will be drawn up with a minimum and maximum budget.
3. Validity of the proposal.
4. Place and date of the quotation.
5. A performance bond of 10% of the contract amount will be requested.
6. Validity of the Contract: 24 months from the day the contract is signed.
7. A written statement confirming awareness of the technical features and scope of the service that is the subject of this procedure and that all the requirements stated in the Technical Annex are met.
8. Presentation of the duly completed annexes A, C, D and E.
9. Any queries, comments and clarifications to be sent to e-mail addresses:

lgarcia@visitmexico.com and ylopez@visitmexico.com

Therefore, having examined the documents supplied to us, we are aware of the content of the annexes and their scope and are in a position to supply the services requested by the Consejo de Promoción Turística de México, S.A. de C.V.





In accordance with the specifications stated in the said documents, we hereby personally submit our quotation to the stated address: 152 Madison Ave., Suite 1800, New York, NY 10016, within the stated period, i.e., before 23 July 2013.

Our quotation is therefore the following:

A. QUOTATION FOR SERVICES:

1. Specifications for the quoted services (attached hereto)

TECHNICAL ANNEX

1. PURPOSE AND SCOPE OF THE SERVICES TO BE CONTRACTED

The MSL Group Americas Inc. agency presents the following quotation at the request of Consejo de Promoción Turística de México (CPTM) for the Communication and Public Relations Service in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets to promote the image of Mexico and to promote the image of Mexico and stimulate demand and tourism services in the country for 24 months counting from the day after the contract is signed, in accordance with the following:

A. THE PUBLIC RELATIONS AND COMMUNICATION SERVICES CONSIST OF:

A.1 MSL Group Americas Inc. will present the Development of the Communication and Public Relations

A.2 Preparation and implementation of a Work Plan in which MSL Group Americas Inc. will consider, at the request of the CPTM, the services and activities stated below:

- a) Information and dissemination
- b) Relationship with the media and representatives of different sectors, including the industry
- c) Individual and group familiarisation trips for the media and representatives of different sectors, including the industry
- d) The consumer
- e) Organisation, participation and support for events and fairs





- f) Promotional activities
- g) Design, production and distribution of promotional items
- h) Design, development and distribution of content for productions
- i) Attention to critical or crisis issues
- j) Social media

A.3 Production and delivery of reports

2. SPECIFICATION OF THE SERVICES

A.1 Development of the Communication and Public Relations Strategy

MSL Group Americas Inc. will prepare a proposal for the Consejo de Promoción Turística de México (CPTM) and present it within a maximum period of 20 calendar days of the contract's being signed, as well as a Communication and Public Relations strategy that is consistent with the Marketing Plan, the General Communication Strategy and all the documents and guidelines provided by the CPTM.

The strategy presented by MSL Group Americas Inc. will define the work processes, functions, responsibilities and times for the implementation of the work plan and will be subject to authorisation and adjustment by whoever is determined by the CPTM.

Our strategy will define, among other services, actions that allow the activities carried out by the institution to be positioned in international markets, strengthening links and relations between the CPTM and the representatives of different sectors, including the media.

For its development, MSL Group Americas Inc. must consider:

- The Marketing Plan provided by the Executive Marketing Directorate of the CPTM.
- The studies available in the market and general strategies that the CPTM defines, as well as any information and data that MSL Group Americas Inc. has in its possession in relation to the target audiences of the public relations actions, travel trends, innovative communication tools and channels, actions carried out by relevant destinations, business partners and potential allies, among others.

A.2 Development of the Work Plan

If it is the winning agency, MSL Group Americas Inc. will propose, within a maximum period of 30 calendar days of this contract being signed, and implement throughout the period of provision of the services, a Work Plan that includes the following services and activities, at the request of the CPTM:





- a) Information and dissemination
- b) Relationship with the media and representatives of different sectors, including the industry
- c) Individual and group familiarisation trips for the media and representatives of different sectors, including the industry
- d) The consumer
- e) Organisation, participation and support for events and fairs
- f) Promotional activities
- g) Design, production and distribution of promotional items
- h) Design, development and distribution of content for productions
- i) Attention to critical or crisis issues
- j) Social media

The Work Plan presented by MSL Group Americas Inc. will include the following features:

- It will be drawn up in accordance with the format authorised by the CPTM
- It will describe the specific actions to be carried
- It will propose the events in which to take part and the respective dates
- It will provide a graphic description of the progress made by the Plan, as well as the follow-up actions to be carried out by MSL Group Americas Inc.

The CPTM may make changes to the said Work Plan, which will be implemented by the agency, in order to adapt it to any market opportunities or conditions that present themselves.

In order to implement the Work Plan, MSL Group Americas Inc. will carry out the following activities:

a. Information and Dissemination

a.1 MSL Group Americas Inc. will take on the task of generating and updating, on a permanent basis, content that allows for systematic and consistent communication with the various target audiences in accordance with the CPTM guidelines.

This item includes the administration, development, operation, updating and maintenance of content for the digital communication channels and platforms developed by the CPTM, including online press pages for international markets and the CPTM image bank.

The CPTM will specify the information, content and materials that MSL Group Americas Inc. may supply to the media and industry representatives.

a.2 The agency will generate, update and keep up to date the databases and market contacts:





- Media, establishing their sources and specialisations
- Columnists, journalists and opinion leaders
- International tourism industry
- Organisations representing different sectors and/or with a close relationship to the industry
- Chambers and associations, tour operators and travel agencies, hotel chains, airlines, etc.
- Conference and Convention offices
- Overseas representative offices of the State tourism departments, among others

a.3 MSL Group Americas Inc. will be required to draw up and distribute four electronic Morning Information Briefings

The agency will send these on a daily basis, in English or Spanish, in electronic format, to the contacts determined by the CPTM, providing digital access to coverage of the main news items regarding the CPTM, tourism destinations in the country, the tourism sector and all the sectors which may have an impact or which, where applicable, constitute a risk to the tourism industry and the country's image.

Four information summaries will be drawn up to cover the following markets:

- North America (United States and Canada)
- Europe
- Latin America
- Asia and other markets in which information relevant to the Mexican tourism industry may arise

Both printed and electronic and digital media will be considered in drawing up this summary.

The summaries will include the notes published in each country covered, in different sections.

It will also include the critical issues detected, if any, and a summary of the monitoring of media or government sources issuing communications related to any kind of Mexico Travel Alert (Travel Alert, Travel Warning, Advisory and/or Recommendation).

If there are such communications, MSL Group Americas Inc. will present a clear proposal for the development of a communication management strategy, including specific short, medium and long-term actions that minimise the effect of the situation to be faced.

The said summaries will be sent by the agency on a daily basis, including weekends, and by e-mail before 7:00 a.m. (Mexico City time) to the people specified by the CPTM.





In respect of the above, MSL Group Americas Inc.'s reliance on the services of a specialised media monitoring company will not be considered to be subcontracting. The CPTM may request that this monitoring agency or company be changed at any time.

a.4 The agency will draw up and distribute documents and/or materials for dissemination

At the request of the CPTM, MSL Group Americas Inc. will draw up all press releases, documents, editorial notes, speeches, presentations, content and/or materials for dissemination on the activities of the CPTM and/or tourist destinations and/or sectors related to this industry must be produced and distributed.

The agency will include in this item the generation of key message guides, supporting documents and question and answer documents, adapted to the market and to the different target audiences.

Equally, but not exclusively, MSL Group Americas Inc. will draw up a series of position statements and official documents regarding any critical situations and crises in the tourism sector and/or tourist destinations, which must be included in the aforementioned message guides.

At the request of the CPTM, MSL Group Americas Inc. will translate and adapt as necessary for the market in question all press releases and materials for dissemination that are required.

MSL Group Americas Inc. will guarantee that said documents are constantly updated and submit them for approval by the CPTM, which may request the necessary adjustments and changes to the documents and/or materials for dissemination as many times as required.

b. Relationship with the Media and Representatives of Different Sectors, including the Industry

MSL Group Americas Inc. will perform the following actions:

b.1 Establish a press centre with the capacity to respond with quality and efficiency to requests for information made by the media, in order to respond and follow up on such requests, provide advice and attend to requests for images or any material and information about Mexico to be delivered.

As for the exchange of information, this will be done through the technological and communications infrastructure of MSL Group Americas Inc. No use will be made of the technological resources of the CPTM.

MSL Group Americas Inc. will be required to develop a database in which to record the media and journalists who request information, as well as the status of the follow-up activities. This database must contain the details of the person who contacts to the press centre (name, address, telephone, e-mail, etc.), the media for which they work, and the information requested.





The policies for responding to the requests will be determined jointly with the CPTM.

MSL Group Americas Inc. will take into account that if critical situations arise it must have the additional personnel required and, if necessary, appoint them to providing quality care to representatives of the media who make contact with the press centre.

b.2 MSL Group Americas Inc. must establish and maintain a close relationship with journalists, columnists, opinion leaders and members of the different sectors, including industry, in the various markets covered.

The activities carried out by MSL Group Americas Inc. will include:

- Maintaining effective, proactive and continuous contact with representatives of the media, journalists and/or opinion leaders
- Carrying out actions that will keep them informed and encourage positive coverage of Mexico's comprehensive offer and the CPTM's activities by:
 - Sending information and press materials
 - Follow-up calls
 - Development of articles
 - Invitation to events
 - Partnership management, among others

Managing interviews and meetings with the media, organising press conferences and events, in accordance with the communication strategy developed and the lines of action established by the CPTM

MSL Group Americas Inc. will respond to requests for images and audiovisual material by the media or opinion leaders, taking all the necessary steps to send and/or deliver them, in the requested format, through the mechanisms established by mutual agreement with the CPTM.

Designing, developing content and producing informational material and disseminating to the media and members of different sectors, including the industry.

b.3 MSL Group Americas Inc. will organise and manage the delivery of professionalisation seminars for civil servants in the sector, members of the industry, opinion leaders and/or the media.

The service provided by MSL Group Americas Inc. includes, among other actions:





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- Organisation, design of the methodology, selection of topics and proposal of candidates and possible speakers for seminars to refresh knowledge of Mexico's overall offer
- Negotiation with suppliers, management and logistics during the development of the activity
- Evaluation of results and follow-up on the agreements, initiatives and results achieved

The CPTM will evaluate and authorise both the viability of these types of events, as well as the level of the speakers and participants, so prior authorisation from the CPTM will be required.

b.4 MSL Group Americas Inc. will take on the task of managing, coordinating and supervising online or live seminars and/or training programmes on Mexico's overall offer and its new products to travel agents, tour operators, reservation centres and sales intermediaries, among others.

b.5 MSL Group Americas Inc. will participate on behalf of the CPTM in virtual shows or seminars in which the CPTM participates internationally.

c. Individual and Group Family Trips for the Media and Representatives of Different Sectors, including the Industry

At the request of the CPTM, MSL Group Americas Inc. will perform the following actions:

c.1 It will present an annual schedule of familiarisation trips, indicating the sectors to be positioned, products and segments to promote and destinations to visit, in accordance with the CPTM's general communication strategy.

c.2 It will submit for the CPTM's approval all guest proposals and consider that the CPTM will not cover any of the guests' personal expenses.

c.3 MSL Group Americas Inc. will consider that among other activities, it will be responsible for:

- The organisation, coordination and running (subject to prior authorisation from the CPTM) of the familiarisation trip
- The negotiation and management of supports and/or courtesies for the service providers and tourist promotion units of the destination in question (this will be done in conjunction with the CPTM)
- The participation in the trip, if requested and authorised by the CPTM, of one of the members of MSL Group Americas Inc.'s work team
- The use of questionnaires to assess the trip, services and Mexico's overall offer. The CPTM will deliver the model questionnaire it has and will be open to suggestions for changes and/or improvements, in which case the document must be authorised by the CPTM.

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New York, NY 10014T: 646-500-7600
F: 646-500-7929

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d. The Consumer

d.1 MSL Group Americas Inc. will propose, at the request of the CPTM, a series of actions aimed at consumers that allow their interest in travelling to Mexico to be awakened.

Such actions include, among others, the organisation, management, coordination and development of competitions and/or raffles for trips to Mexico, aimed at the consumer, in order to promote national tourist destinations and guarantee the presence of the Country Brand in events or forums where these take place.

It will be the responsibility of MSL Group Americas Inc. to comply with all legal and administrative requirements for the actions included in this item to be taken.

e. Organisation, Participation and Support for Events and Fairs

MSL Group Americas Inc. will carry out the necessary actions for the organisation, participation and support of events, fairs, conferences, conventions, tours, official visits and/or caravans, among others, in accordance with the schedule that MSL Group Americas Inc. must include in the strategy to be developed and, where appropriate, in accordance with the schedule and specifications established by the CPTM.

Among other actions, MSL Group Americas Inc. will carry out the following:

e.1 It will generate the concept and/or coordinate and/or ensure the presence of the Country Brand, in accordance with the objectives of the CPTM, in work sessions, fairs and promotional events, which allow the interest of attendees and potential consumers in the country's comprehensive offer to be garnered.

e.2 It will establish long-term relationships and create synergies with potential allies that allow the CPTM's investment in events to be maximised, while generating the greatest possible media impact.

e.3 It will provide support and assist the CPTM in promotional events, fairs, conferences, tours, official visits, advertising events, etc. that the CPTM organises or in which it participates based on its needs, including the transfer of resources, personnel from the industry or the different sectors to cover, assist or participate in the said events.

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New York, NY 10014

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F: 646-500-7928

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f. Promotional Actions (PAs)

For their performance, at the request of the CPTM, MSL Group Americas Inc. will:

f.1 Prepare a schedule that covers all the Promotional Actions (PA's) proposed, which may be modified according to the promotional interests of the CPTM, identification of additional promotional actions, or changes in the needs and/or products to be promoted.

This schedule must be part of the proposed strategy.

f.2 Negotiate, plan and execute the Promotional Actions in the work programme authorised by the CPTM.

f.3 Design and present a public relations and dissemination programme in parallel with the promotional action, which justifies both the CPTM's investment and the strategy that will allow it to be maximised.

The promotional action presented by MSL Group Americas Inc. will be evaluated based on the visibility and benefits of the presence of the Country Brand and its destinations, as well as the impact it generates.

At the request of the CPTM, MSL Group Americas Inc. will carry out public relations actions to attend events organised by third parties, with short planning periods, in which the Country Brand has a presence.

g. Design, Production and Distribution of Promotional Items

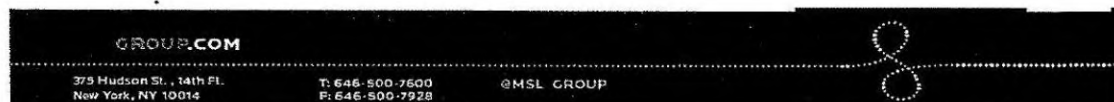
MSL Group Americas Inc. will carry out the following actions:

g.1 Submit the design and characteristics of the Promotional Items to the CPTM for approval, supervise their production and take responsibility for their distribution to whoever is determined by the CPTM.

The CPTM may request changes and adjustments to the Promotional Items, in case they do not comply with the established quality standards, or in case they do not respect the brand use guide and corporate identity.

h. MSL Group Americas Inc. will carry out the Design, Development and Distribution of Content for Productions

h.1 The actions included in this item include the design, production and distribution of content for television, film, radio and other media productions which make it possible to publicise Mexico's overall offer or any individual sector that is intended to be promoted internationally.





i) Attention to Critical and/or Crisis Issues

If a critical issue or crisis situation arises, MSL Group Americas Inc. must:

i.1 Deal appropriately with situations that affect the image of Mexico, the CPTM and its offices abroad, as well as Mexico's tourist destinations.

i.2 Identify and report in a timely manner the risks to the image of Mexico and its tourist destinations, as well as to the CPTM and its offices abroad.

i.3 At the request of the CPTM, MSL Group Americas Inc. will prepare a document of communication activities to deal with critical situations, which must be delivered to the CPTM for authorisation 45 calendar days after the contract is signed.

This document will include the development of official positions, key messages and supporting documents.

i.4 If real crisis situations arise, MSL Group Americas Inc. will immediately adapt the document to the particular crisis and implement it as soon as it is authorised by the CPTM.

i.5 MSL Group Americas Inc. will prepare and send a special monitoring report on critical situations, as well as a recommendation for actions that allow the impact to be monitored and minimised and counteract the negative image of Mexico, its destinations and tourism products in public opinion.

i.6 The agency will present a coordination mechanism with the CPTM's overseas offices, as the case may be, as well as attend to and communicate with the relevant civil servants.

j) Social Media

At the request of the CPTM, MSL Group Americas Inc. will be responsible for:

j.1 Designing the communication strategy and managing CPTM's social media channels.

j.2 Administering and operating the social media digital communication channels and platforms in the markets of North America, Latin America, Europe, Asia and emerging markets.

j.3 Monitoring the perception and sentiment of the Country Brand on the Internet and in social media through listening tools.

j.4 Developing and establishing a social media and/or network crisis management plan.

j.5 Developing a strategy for involving and capturing the attention of communities in each market.





j.6 Generating and developing promotions, activations and content for social media channels.

j.7 Creating a Social ADS promotion strategy.

j.8 Designing special apps and extra social channels.

j.9 Based on the services listed, the actions that MSL Group Americas Inc. will carry out under this item will include, among others:

- Design, generation, development, operation, updating and maintenance, supply and administration of content for the CPTM's social channels.
- Generation of a work plan, timetable and sentiment and perception reports resulting from the use of the listening platforms, following-up on the specific search terms.
- Preparation of the annual work schedule and timetable, divided by month, describing the specific actions to be carried out, considering all the aforementioned activities and those indicated by the CPTM.
- The agency will involve the community of the different channels of the CPTM's social networks with the publication of appropriate and relevant material, including photos, links to current information, videos, questions, surveys and organisation of competitions and promotions.
- Contact will be made with users identified as opinion leaders and/or who have large audiences to create a spokesperson programme that assists with the dissemination of content.
- Dissemination of the initiatives of sites determined by the CPTM, through communication strategies that involve the use of the various publishing resources and applications that the media and social media platforms have available.
- MSL Group Americas Inc. will administer the information contained on the platforms, news and press pages on social media channels.
- The agency will take on the task of designing and implementing apps and technological developments needed to respond to the social and/or social/mobile strategies in each market.
- Containing crises caused by external factors in the CPTM's social channels using publishing equipment to neutralise critical situations and achieve an optimum speed of response within six hours.
- MSL Group Americas Inc. will measure activity based on the specifications and mechanisms established by the CPTM for all the digital communication channels and platforms in the relevant media, social networks and blogs.





A.3 MSL Group Americas Inc. will carry out the production and delivery of reports

At the request of the CPTM, the following reports must be delivered in the language (Spanish and/or English) and format determined by the CPTM:

A.3.1. MSL Group Americas Inc. will produce a weekly executive report analysing the editorial content and situation, the main news generated, as well as recommendations for actions by the CPTM in relation to media coverage.

The agency will send this on the last working day of each week, by e-mail, before 12:00 p.m., to the individuals specified by the CPTM.

Likewise, when requested by the CPTM, MSL Group Americas Inc. will provide any information or evidence of press releases, which are reflected in the electronic daily news summary, or any relevant additional note or data on the tourism sector, or the sectors affected by same.

A.3.2. A monthly executive report will also be produced on the services and actions carried out, stating the progress made and the specific quantitative and qualitative results.

The report produced by MSL Group Americas Inc. will include comments and/or reasons if changes or modifications are made to the activity plan and the ROI (Return on Investment).

A.3.3. MSL Group Americas Inc. will produce a monthly "Clippings" Report relating to the items published in the media, as well as the advertising value of the impacts generated.

The "clippings" report is understood to be a compilation of the published items generated in each market about Mexico, the actions carried out by the CPTM and civil servants, and/or promotional actions by the destinations or representatives of the different sectors, including the industry.

The report must state whether these published items are the result of actions by MSL Group Americas Inc., the CPTM or a third party and must comply with the following requirements:

- It must be delivered at the end of each month
- It must show the Return on Investment (ROI) achieved based on the method established by the CPTM
- It must include all the published items and coverage generated by "THE SUPPLIER" and/or the CPTM
- It must include an executive report analysing the content and coverage
- It must include information regarding: media category, circulation, distribution, total published items per media, position of the item, advertising equivalence, among others.





In case of contingencies and crisis situations, special coverage reports must be issued, in accordance with the needs of the CPTM and, where appropriate, with the specifications set by the CPTM.

MSL Group Americas Inc. will deliver this report on magnetic media which must include direct access to the specific item (hyperlink). A hard copy of the general executive report must be submitted.

A.3.4. Cumulative physical-financial report showing how each month's budget has been spent, itemised by action. This report will state the budget used, invoiced and available, referring to the actions carried out and indicating both invoice number and the dates of delivery to the financial resources area, as well as payment request numbers and the respective dates of receipt. The report will be delivered monthly.

A.3.5. At the CPTM's request, MSL Group Americas Inc. will deliver a document containing the following information for each press conference, event, tour, seminar, caravan, fair, promotional action and/or familiarisation trip:

- Activity plan and budget
- Authorisation from the CPTM
- Copy of the invoice presented
- Supporting documents showing expenses and payments made to third parties
- Report on activities carried out, according to the verification methods established by the CPTM

A.3.6. In the case of Social Media services and activities, MSL Group Americas Inc. will present the following reports:

- Weekly feelings and perception report including action plan based on the results
- Crisis contingency report, drawn up as necessary or at the request of the CPTM
- Report on monthly metrics, progress and publications regarding the behaviour of channels, community and publications by market
- Quarterly report on the generation of web content to be used on the CPTM's social media pages
- Follow-up report on promotion, duration, participation, lessons learned and conclusion of promotions and events, as necessary, at the request of the CPTM
- Report on social media advertising campaigns in the format and with the features stated by the CPTM, including: cost, effectiveness, duration, example of artwork and its use generated by the campaign assessment tool, as well as the lessons learned from it, to be issued every time a campaign ends.
- Report on the design and implementation of technological applications developed, subject to prior authorisation from the CPTM and according to the criteria established by it.





The CPTM may request any other report to be drawn up, change the number of reports and/or their format at no additional cost.

The CPTM will deliver to MSL Group Americas Inc. the model reporting and follow-up documents it has in its possession to be modified and subsequently approved by the CPTM.

3. INFRASTRUCTURE AND PERSONNEL REQUIRED

3.1 In order to provide the services, MSL Group Americas Inc. has the capacity to operate in the following markets, countries or cities with all the specified technical and human infrastructure.

North America (United States and Canada)

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Global)	Supplier's office in New York, United States
1	Online Account and Social Media Manager (Global) (*)	
1	Account Supervisor (Global)	
2	Media Service Executives	
1	Online Community Executive (*)	
1	Administration Executive	
1	Account Supervisor	Supplier's office in Toronto, Canada
1	Media Service Executive	



**Europe**

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in London, United Kingdom
1	Account Supervisor (Regional)	
2	Media Service Executives (Regional)	
1	Account Supervisor	Supplier's or CPTM's office in Madrid, Spain
1	Media Service Executive	
1	Online Community Executive for the French Market (*)	Supplier's office
1	Online Community Executive for the German Market (*)	Supplier's office

Latin America

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in Buenos Aires, Argentina
1	Media Service Executive (Regional)	
1	Online Community Executive (*)	
1	Media Service Executive	Supplier's office in São Paulo, Brazil

Asia

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Regional)	Supplier's office in Tokyo
1	Account Supervisor (Regional)	
1	Media Service Executive	
1	Online Community Executive for the Japanese market (*)	
1	Administration Executive	
1	Online Community Executive for the Chinese market (*)	Supplier's office in Beijing



**Liaison**

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Operational liaison	Supplier's or CPTM's office in Toronto, Canada
1	Operational liaison	Supplier's or CPTM's office in Madrid, Spain
1	Operational liaison	Supplier's or CPTM's office in Berlin, Germany
1	Operational liaison	Supplier's or CPTM's office in Beijing, China

Mexico City (Coordination with the Central Offices of Consejo de Promoción Turística de México)

MINIMUM PERSONNEL	PROFILE	LOCATION
1	Account Manager (Global)	Supplier's office in Mexico City
2	Operation/Administration Executives (Global)	
1	Online and Social Media Operation and Administration Executive (Global) (*)	

(*) At the request of the CPTM.

3.2. The MSL Group Americas Inc. personnel required are fluent in English and the language of the country where the services included in this technical annex are provided (materials for dissemination, events, fairs, promotional actions, etc.).

3.3. - The agency's required personnel will work exclusively for the CPTM account and will not attend to other accounts. Nonobservance of this point will be considered as a breach of the service by the agency.

The people proposed by MSL Group Americas Inc. to provide the service must be approved by the CPTM.

The CPTM may request the replacement of such personnel without any justification, whenever and however many times it deems necessary.

The CPTM must be consulted about the removal of any of the executives servicing the account.

3.4. The personnel assigned by MSL Group Americas Inc. to service the account will work at the following times and be available at any time, according to the needs of the CPTM:





- According to the official labour calendar in Mexico, and from 9:00 a.m. to 6:00 p.m.

3.5 As regards experience and functions, the MSL Group Americas Inc. personnel dedicated to the account fulfil the following requirements:

Account Managers: Must have more than two years' experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required and is fluent in Spanish, if appointed.

The Account Manager for the Asian market should preferably be fluent in Spanish and must be fluent in English.

Account Supervisors: Must have more than two years' experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

Media Service Executives: Must demonstrate at least 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

Operation/Administration Executive: Must demonstrate at least 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

Liaison: Must demonstrate 1 year of experience in this position, for which, if appointed, a CV must be presented that shows the person has held a position of the level required for the minimum time required.

3.6. The required personnel must provide the service with all the technological resources needed in terms of computer equipment, software and telecommunications, as well as graphic design and photography, without this generating any cost for the CPTM.

4. SERVICES INCLUDED IN FEES

The services included in the monthly fee invoiced by MSL Group Americas Inc. are:

- A.1
- A.2: a.1, a.2, a.3, a.5, b.1, b.2, b.3 (design, organisation and coordination), b.4, (design, organisation and coordination), b.5 (design, organisation and coordination), c.1, c.2, c.3, d.1 (design, organisation and coordination), e.1, e.2, e.3 (design, organisation and coordination), f.1, f.2, f.3, g.1 (design and supervision), i.1, i.2, i.3, i.4, i.5, i.6, j.1, j.2, j.4, j.5, j.6 (design, generation and development), j.7 (strategy and promotion), j.8 and j.9.





- A.3

The services not detailed in the subsections of the previous paragraph must be invoiced as expenses or paid to third parties, so they must not be taken into account when calculating the financial budget, these being:

- A.2: a.4, b.3, b.4, b.5, c.3, d.1, e.3, f.3, g.1, h.1, j.3, j .6 (awards), j.7 (social ADS), j.8 (social ADS).
- A.3.3 (purchase of "Clippings").

The per diems and expenses incurred by personnel to conduct the Familiarisation Trips, events, fairs, caravans, international tours, etc., will be billed by MSL Group Americas Inc. as payments to third parties and must comply with the policies that the CPTM has established for its own personnel. Any expenses that do not comply with these guidelines will not be covered by the CPTM.

Administrative expenses related to the management of the account, such as office equipment, equipment, telephony, overtime, attendance at meetings, customer visits etc., will be included in the fees.

C. GUARANTEE

To ensure compliance with the obligations established in the contract awarded, within ten calendar days of said contract being signed, the Agency that is awarded the contract must submit to the Council a Letter of Credit for 10% (ten per percent) of the total amount to be paid in the financial year in question, which must be renewed each year for the amount to be paid within that year. This must be submitted within the first 10 (ten) calendar days of the corresponding financial year. Said Letter of Credit in favour of the Consejo de Promoción Turística de México, S.A. de C.V. must fulfil the specifications given in Form B of this request for quotation.

The guarantee may only be cancelled by written communication to the Council.

RELEASE OF THE GUARANTEE

The guarantee of fulfilment of the contract may only be released through the Executive Administration and Finance Directorate, at the written request of the Regional Directorate for North America, confirming the fulfilment of each and every one of the obligations established in the contract.





2. An open contract will be drawn up with a minimum and maximum budget.

If an agreement is signed, it will be open and with a minimum and maximum budget.

3. Validity of the proposal.

This quotation will be valid for 60 days from its date.

4. Place and date of the quotation.

This quotation is issued in New York City on 19 July 2013.

5. A performance bond of 10% of the contract amount will be requested.

Fulfillment will be guaranteed for 10% of the contract amount.

6. Validity of the Contract: 24 months from the day the contract is signed.

Any contract signed will be valid for 24 months from the day it is signed.

D. OBLIGATORY DOCUMENTS

As part of our proposal, we attach the obligatory documents.

1. A written statement confirming that we are aware of the technical features and scope of the service that is the subject of this procedure and that we meet all the requirements stated in the Technical Annex.

2. Forms A, C, D and E, duly completed.

Kind regards,

[signature]

Maury Shapiro

Legal Representative

MSL Group Americas Inc.





19 July 2013

**Consejo de Promoción Turística de México, S.A. de C.V.
152 Madison Ave. Suite 1800 New York, NY 10016**

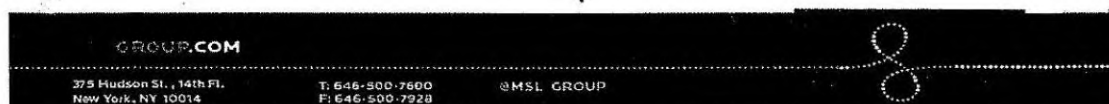
**Attn.
Luis Augusto García Rosado
Regional Directorate for North America**

I WRITE WITH REFERENCE TO THE OBLIGATORY DOCUMENTS MENTIONED IN THE TECHNICAL ANNEX OF THE REQUEST FOR QUOTATION FOR THE SERVICES OF Communication and Public Relations in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets dated 2 July 2013.

In this respect, I would like to confirm that we are aware of the technical features and scope of the service that is the subject of this procedure.

Equally, I confirm that we fulfil each and every one of the requirements stated in the Technical Annex.

**Kind regards,
[signature]
Maury Shapiro
Legal Representative
MSL Group Americas Inc.**





**DECLARATION UNDER OATH OF NOT BEING BANNED FROM PARTICIPATING
UNDER THE LAW.**

19 July 2013

**CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V.
152 MADISON AVENUE, SUITE 1800 NEW YORK, NY 10016
VIADUCTO MIGUEL ALEMÁN NO. 105
COL. ESCANDÓN, MÉXICO, D.F.**

**Attention:
Luis Augusto García Rosado
Regional Directorate for North America**

For the purpose of presenting a proposal and, where appropriate, entering into the contract with this Entity, in relation to the _____ quotation for services _____ for the contracting of communication and public relations services in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets, we hereby state **under oath** that we are aware of the content of articles 50 and 60, second to last paragraph, of the Law on Public Sector Procurement, Leases and Services, as well as its legal scope, and that neither the undersigned nor whom I represent, are in any of the situations described in these precepts.

**Kind regards,
[signature]
Maury Shapiro
Legal Representative
MSL Group Americas Inc.**





ACCREDITATION OF EXISTENCE AND LEGAL PERSONALITY

I declare under oath that the data set forth herein are true and have been duly verified, as well as that I have sufficient powers to sign the proposal in this Direct Award for and on behalf of **MSL Group Americas Inc.**

Procedure No.

Federal Register of Taxpayers: [REDACTED]
Domicile:
Street and Number: 375 Hunson ST Fl 14
Town: Municipality:
Zip code: 10014-3858 State: New York, NY
Telephones: Fax:
E-mail: peter.miller@mslgroup.com
No. of the Public Writ containing the Articles of Association: Date: 11 December 1979
Name, number and place of the Notary Public before whom it was attested: Davis & Gilbert
Notary Public of the State of New York, NY
Details of the shareholders:
Paternal surname: Maternal surname: Name(s):
Description of Company Purpose: Participating in all aspects of advertising, public relations and marketing, both as a director and/or agent, including, but not limited to, directly supplying and/or obtaining cultural brand responses, media planning, market concept analysis, creative strategy analysis, meeting, presentation and international analysis of advertising and public relations, as well as participation in other similar or related activities in relation to the above
Revisions of the Articles of Association: 19 September 2012, change of company name

Name of the Attorney or Representative: Maury Shapiro
Details of the document proving his/her personality and powers:
Public Writ No.: Date: 18 June 2013
Name, Number and Place of the Notary Public before whom it was issued: Susan D Caulfield Notary Public

Kind regards,
[signature]
Maury Shapiro
Legal Representative
MSL Group Americas Inc.





DECLARATION OF INTEGRITY

19 July 2013

**CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V.
152 MADISON AVENUE, SUITE 1800 NEW YORK, NY 10016
VIADUCTO MIGUEL ALEMÁN NO. 105
COL. ESCANDÓN, MÉXICO, D.F.**

I write with reference to the Direct Award procedure pursuant to article 42 of the Law on Public Sector Procurement, Leases and Services No. in which the company I represent, MSL Group Americas Inc., domiciled at 375 Hudson ST Fl 14, New York, which is participating in the contracting of Communication and Public Relations Services in the international markets of: North America, Europe, Asia, Latin America and Emerging Markets for a period of 24 months from the date of signature of the contract.

In this respect, under the terms of article 29, section IX, of the Law on Public Sector Procurement, Leases and Services, I declare under oath, that the undersigned or the person who we have accredited to take part in the Direct Award, will refrain from engaging in any conduct intended to persuade the civil servants of the Consejo de Promoción Turística de México, S.A. de C.V. to alter the assessments of the proposals, the result of the procedure, or other aspects that may grant more advantageous conditions to them than to the other participants.

Kind regards,
[signature]
Maury Shapiro
Legal Representative
MSL Group Americas Inc.





19 July 2013

Consejo de Promoción Turística de México, S.A. de C.V.
152 Madison Avenue, Suite 1800 New York, NY 10016
Viaducto Miguel Alemán No. 105
Col. Escandón, México, D.F.

Attention:
Luis Augusto García Rosado
Regional Directorate for North America

In my capacity as Treasurer for our operations, I declare that MSL Group Americas Inc. is an American corporation and part of the Publicis World Wide group for tax purposes in the United States of America and therefore its tax identification number is 13-3030404.

I attach the letter sent by the Treasury Department of the United States of America on _____.

Kind regards,

[signature]

Name of the Legal Representative

Maury Shapiro

Position

Legal Representative

Name of the Supplier

MSL Group Americas Inc.

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New York, NY 10014

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19 July 2013

Consejo de Promoción Turística de México, S.A. de C.V.
152 Madison Avenue, Suite 1800 New York, NY 10016

Attention:
Luis Augusto García Rosado
Regional Directorate for North America

FORM A
FINANCIAL PROPOSAL

No.	ITEM	BUDGET TO BE IMPLEMENTED IN UNITED STATES DOLLARS	
		Minimum \$16,423,931.62	Maximum \$41,059,829.06
1	Percentage of Fees	20%	

The percentage of fees includes administration, operation and verification costs and will be fixed for the duration of the contract. This percentage of fees also covers the proposal and development of creative concepts.

The percentage of fees must be determined in accordance with the total minimum budget.

Kind regards,
[signature]
Maury Shapiro
Legal Representative
MSL Group Americas Inc.



Contract No. MTB/DRNA/14/2013 0000080

ANNEX THREE

**TO THE CONTRACT FOR THE PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013
BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL
PUBLIC RELATIONS, INC., OF 31 JULY 2013.**

GUIDE TO USING THE MEXICO BRAND

FOR “THE COUNCIL”

[signature]

**Luis Augusto García Rosado
Regional Director for North America
Contract Administrator
and Legal Representative**

[signature]

**Gerardo Alberto Llanes Alvarez
Executive Marketing Director**

[signature]

**Eligio Serna Nájera
Executive Commercial Operations
Director**

[signature]

**Yadira López Salas
Communication Coordinator
Responsible for Administering and
Monitoring Fulfilment of the Contract**

CONTRACT REVIEW

[signature]

**Rafael Muñoz Fraga
Executive Legal Director**

FOR “SUPPLIER”

[signature]

**Peter James Miller
Legal Representative of MSL Public
Relations, Inc.**

**THIS SIGNATURE PAGE IS AN INTEGRAL PART OF THE CONTRACT FOR THE
PROVISION OF SERVICES NUMBER MTB/DRNA/14/2013 BETWEEN CONSEJO DE
PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND MSL PUBLIC RELATIONS,
INC., OF 31 JULY 2013.**



Brief guide to using the Mexico / Country brand

0000082

1 Introduction

Mexico Country Brand

Mexico, country of light, fusion of culture, everlasting smile of its people

00000083

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Global image

The offer of benefits worldwide has generated the need in each country to work intensely to promote their benefits abroad. The Consejo de Promoción Turística de México [Tourism Promotion Council of Mexico] has decided to strengthen its position around the world by developing its graphic image to achieve a greater standing among nations.

The idea is to develop a brand identity that communicates how our country is at present, evoking our strength simply and breaking down stereotypes.

This Brand Use Manual is intended to standardise and regulate the visual treatment and graphic application of the Mexico / Country brand in order to serve as an instrument and as guidance for all the organisations involved in the communication activities of the Consejo de Promoción Turística de México.

Through this manual, we hope to communicate the inspiration behind the renewal proposal and the impact we seek to achieve, in order to express how we are today using a strong and memorable image all over the world.



How to use this guide

It is essential to carefully read the pages of this short Brand Use guide in order to familiarise yourself with its contents so that they are applied correctly (as established in the rules described herein).

This guide contains specific applications and rules needed to avoid any mistake that may alter the original design or reduce the communication of this Brand/Country.

It is important to note that the graphic and methodological elements of this guide cannot be reproduced for purposes other than those of the Consejo de Promoción Turística de México.

In case of any doubt about the correct application of the Mexico Brand, contact the person in charge of Brand Management at the Consejo de Promoción Turística de México at the following email address: gerenciademarca@visitmexico.com

At the end of this guide is a CD that includes the digital documents of the Mexico Brand for use in printed material or digital media.

Note: The colours printed in this guide must not be taken as the basis for reproduction. Therefore, please see the official Pantone Matching System guide or Colour Selection (CMYK) equivalences stated in this document.



Positioning

The Consejo de Promoción Turística de México (CPTM) believes it is appropriate to revise and renew the brand image of Mexico as a tourist destination, in order to project a distinctive, appropriate and relevant image to the national and international market and represent the country's overall offer in a consistent and unified manner.

Mexico is positioned in the world as a unique, diverse and hospitable country.

Mexico has a millennial culture and an original society; rich in history, traditions and nature; friendly and ingenious people. Mexico is a country of light, rich colours and flavours. Mexico is a bridge between ancestral tradition and the modern avant-garde.

Mexico is also:

- A place of mixture, fusion, dialogue and adaptation.
- A land of opportunity and certainty.
- A place of original products and innovative solutions.

The combination: cultural diversity, flexibility and adaptation, positions Mexico as a country with roots (tradition) and aspirations (modernity).

The synthesis of both these dimensions creates a powerful and favourable image for benefiting from the exchanges of globalisation.



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2 Properties

... Mexico, a different and vibrant country, the home of happy, hospitable and lively people...



The Mexico Brand

The concept of the Mexico Brand seeks to project the immense diversity of our country in terms of wealth, warmth and joy. The identity of our country is the result of an intersection of realities over time, ranging from our ancient pre-Hispanic heritage and the richness of the viceroyalty period to the modern country with its fertile land full of goodness.

The Mexico Brand consists of a typographic arrangement of the word Mexico in a combination of upper and lower case letters, including an accent (a graphic element of our language), containing a series of distinctive elements of our evolution, which over time have become consolidated as the unmistakable identifiers of our country.

Mexico is also colour, hence the range of different chromatic intensities found (warm, strident and vivid) that project the visual richness of our country; the red, national colour, a symbol of passion and blood; magenta (known as Mexican pink), a pigment generated by our ancestors and a symbol of the Mexican charisma; yellow, the colour of light and flora; purple, a popular colour of mystery and magic; green, the colour of abundance and life and finally turquoise, the colour of our coastline.

The Mexico Brand is a projection of life, joy, diversity and hospitality.



Protection areas and minimum size

Due to the many participants involved in communicating the Mexico Brand, as well as the different federal entities, sponsors and/or commercial entities, a protection area has been assigned which must be respected when space is shared with them.

Since the visual structure of the Mexico Brand is based on its typographic composition, the letter "x" has been taken as a unit of measurement for the protection area. This establishes the height and width of the minimum space that must protect the Mexico Brand from its accompanying graphics in any piece of communication, whether printed, digital or in other media.

Likewise, we suggest taking the measurement of the letter X (of the Brand), from its base to its first vertex, as a measurement for the height of the capital letters for texts that are part of the Corporate Name or commercial texts, such as slogans.

It is important to point out that the kerning of the words that form the Corporate Name must conform to the length of the Mexico brand, except for its application in English, German and Japanese (because the extension is very short).

One of the important factors in the development of the Mexico Brand is size reduction. While it is advisable not to use the Brand in its minimum size, a critical reduction (down to 5 mm in height) is appropriate where absolutely necessary.

Black and white brand

The context of the Mexico Brand also provides for black and white applications, allowing it to be used in media like newspapers (press). Therefore, a version of the Brand has been developed to be applied using a grey scale (accounting for the dot gain of this printing method) either on a white or black background.

White Background:

Black 100%

Black 60%

Black Background:

White

Black 20%



Simplified brand. 2 colours

Account has also been taken of the printing limitations that the Mexico Brand could face, as well as the different budgets that dictate the conditions under which some communication material may be reproduced.

The Mexico Brand has some simplified variants in terms of the number of colours and commonly known printing systems.

One of these variants involves the use of only two colours, for which we suggest using one of the 6 direct colours of the Brand at 100% and an overprinted percentage of black to generate the textures as shown in these examples.

Note that when the brand is printed in 1795 red, 248 purple or 7467 turquoise, the percentage of black should be 25%, while in the other colours it should be 20%, except in 130 yellow, when it will be 15%.

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PMS 1795 C
Black 25%

PANTONE Process Magenta
Black 20%

PMS 130 C
Black 15%

PMS 248 C
Black 25%

PMS 376 C
Black 20%

PMS 7467 C
Black 25%

Simplified brand. 1 colour with screens

Another of these variants involves the use of only one colour. In this case, we recommend generating the textures by using 65% of the colour, so that the Brand retains the sharpness of the colour without losing the communication of the graphic elements.

Note: The colours printed in this guide must not be taken as the basis for reproduction. Therefore, please see the official Pantone Matching System guide or Colour Selection (CMYK) equivalences stated on this page.

PMS 1795 C
Black 65%

PANTONE Process Magenta
Black 65%

PMS 130 C
Black 65%

PMS 248 C
Black 65%

PMS 376 C
Black 65%

PMS 7467 C
Black 65%



Simplified brand. 1 solid colour

One more potential application relates to cases where only one colour can be used.

This variant fulfils special requirements including embossing (no colour) whether on leather or paper.

High and low reliefs can also be generated, if required, or this variant can be used for Hot Stamping.



Colour palette

Considering the variety of processes and systems, both in printing and digital communication, a colour palette has been chosen that distinguishes our country and is consistent in brightness, depending on the medium in which it is applied. Hence, the Mexico Brand should be applied with the following colour properties in terms of light (RGB) and printing (direct inks or CMYK colour selection).

Note: The colours printed in this guide must not be taken as the basis for reproduction. Therefore, please see the official Pantone Matching System guide or Colour Selection (CMYK) equivalences stated on this page.

Pantone Solid coated
Process CMYK
RGB



Typeface

An important part of the communication work is the personality that is projected in all the texts and communications associated with the Mexico Brand. A typeface developed by Adobe Systems has therefore been selected called "Myriad Pro" (OpenType format), which should be used to compose all kinds of text, including titles, subtitles, callouts or body text for longer communications.

Myriad has a warm personality and excellent legibility due to the treatment of the characters and their proportions.

The open structure of Myriad allows you to make precise adjustments to texts as well as to ensure comfortable and varied reading, which favours the Mexico Brand, giving it a fresh and current identity.

The Brand with corporate name

The Corporate Name of the Mexico Brand is "Consejo de Promoción Turística de México". Considering the various translations for other countries where the Consejo de Promoción Turística operates, variants of the Brand with the corporate name have been created in several languages.

MÉXICO

Consejo de Promoción Turística – Spanish

MÉXICO

Tourism Board – English

MÉXICO

Conselho de Promoção Turística – Portuguese

MÉXICO

Fremdenverkehrsbüro – German

MÉXICO

Conseil de Promotion Touristique – French

MÉXICO

Ente per la Promozione Turistica – Italian

MÉXICO

[Japanese text] - Japanese



The Brand with slogan

The Tourism Promotion Council has advertising campaigns that reinforce the image of Mexico as a tourist destination worldwide and a graphic solution has been developed for this purpose.

In order to ensure the greater impact of the slogan, unlike the corporate name (CPTM), we suggest increasing the point size of the text based on the stroke of the letter, thus improving visibility and legibility in communications of an advertising nature that require it.

The assigned text size corresponds to the height of the letters l, b, h, or any lower case letter from the base of its shaft to the limit of the ascendant aligned to the base of the upper line of the fret that is in the letter M and will always be used in the same point size with the possibility of translating the slogans into the language required.

MÉXICO

Vive hoy, vive lo tuyo



Incorrect uses 1 and 2

It is important to comply with the guidelines of this Brand usage guide, so that the projection of our country's image is consistent and adequate.

Any change in the position, size and use of colours in the Mexico Brand would result in an unfavourable communication with the target audience.

In order to avoid misinterpretations and faulty executions, some examples of incorrect uses of the Mexico Brand have been selected as shown on this and the following page.

- Do not change the colour palette
- Do not change the assigned typeface
- Do not change the letter spacing
- Do not deform the Brand
- Do not generate gradations of colour
- Do not slant the brand



Incorrect uses 2

- Do not increase the volume of the brand
- Do not add borders to the brand
- Do not add shadows
- Do not place the brand on similar backgrounds to those of the colour palette
- Do not use the brand without its textures

To whom it may concern:

I, Savannah Campbell, hereby confirm that the following English translations

MTB DRNA 011 2015 PR contract for 2015-2017

for MSL Group are true and accurate translations of the original Spanish document. The translations have been carried out by a native English translator and they have been revised by a second English translator.



Savannah Campbell
Account Manager
TranslateMedia

Date: 7 October 2019



CONTRACT OF SERVICE PROVISION NUMBER MTB/DRNA/011/2015, ENTERED INTO BY THE PARTY OF THE FIRST PART, THE TOURISM PROMOTION BOARD OF MEXICO, S.A. DE C.V. (THE "BOARD"), REPRESENTED IN THIS ACT BY RODRIGO ESPONDA CASCAJARES, IN HIS CAPACITY AS REGIONAL DIRECTOR FOR NORTH AMERICA AND LEGAL REPRESENTATIVE, ASSISTED BY YADIRA LÓPEZ SALAS, DEPUTY DIRECTOR-GENERAL FOR MARKETING AND PROMOTION, AND EDUARDO REGULES BUKANTZ, EXECUTIVE COORDINATOR FOR PUBLIC RELATIONS; AND BY THE PARTY OF THE SECOND PART, THE COMPANY MSL GROUP AMERICAS, INC. (THE "PROVIDER"; AND TOGETHER WITH THE "BOARD," THE "PARTIES"), THROUGH ITS LEGAL REPRESENTATIVE PETER JAMES MILLER, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. The "BOARD" states that:

- I.1 It is a majority state-owned company of the Federal Public Administration constituted by Official Document No. 39,873 dated October 11, 1999, witnessed by Notary Public No. 32 of the Federal District, Francisco Jacobo Sevillano González, recorded in the Public Registry of Property and Commerce on Commercial Page 257,243 dated December 9, 1999, with the character and powers conferred on it by Article 39 of the General Law on Tourism and other applicable provisions, and within its commercial purpose to conclude all acts and contracts necessary for the achievement of its ends.
- I.2 Articles 38 and 41 of the General Law on Tourism, in relation to Articles 5 and 6 Sections I, II, and VIII of the Organic Statute of the Consejo de Promoción Turística de México, S.A. de C.V. [Tourism Promotion Board of Mexico] provide that among the objectives of the "BOARD" are those of helping in the design of plans, programs, strategies, and priorities in the field of tourism promotion within the framework of the Planning Act, the National Development Plan, and the sectoral tourism programs and/or policies issued by the Federal Executive, and to operate tourism promotion campaigns at national and international level, as well as to enter into contracts with domestic and foreign tourism service providers and individuals interested in increasing the tourist inflow to Mexico, in order to implement tourism promotion campaigns.
- I.3 In terms of Articles 34 and 51 of the Organic Statute of the Tourism Promotion Board, it has within its organic structure external offices, among which are the Regional Offices, with inherent powers provided by this same order.
- I.4 Rodrigo Esponda Cascajares has sufficient powers to enter into this Agreement and to obligate the "BOARD" in its terms, according to



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Official Document Number 62,664, dated November 14, 2014, witnessed by Francisco Jacobo Sevillano González, Notary Public No. 32 of the Federal District and with apostille attached for its exercise and validity in the United States of America; powers that have not been revoked or limited in any way.

- I.5 Rodrigo Esponda Cascajares, has authorization to enter into this contract issued by the Deputy Director-General of Administration and International Coordination.
- I.6 Signing this contract as legal representatives of the "BOARD," exercising the powers conferred in Article 34, Section I, and [Article] 51, Section I of the Organic Statute of the Tourism Promotion Board of Mexico, and designated for its administration and verification are Yadira López Salas, Deputy Director-General of Marketing and Promotion, and Eduardo Regules Bukantz, Executive Coordinator of Public Relations.
- I.7 This contract was awarded directly on the basis of Article 16 of the Public Sector Procurement, Leasing and Services Act, subject to Justification by the Regional Office for North America; as well as the Feasibility Opinion (incorporated into the body of the Justification) and the Procedural Opinion to carry out this procurement, granted by the Deputy Director-General for Administration and International Coordination.
- I.8 As of the date of signing this contract, the budget allocation and the availability of resources are sufficient for the payment of the services that are covered by this contract, in accordance with the budget approved by the Chamber of Deputies for 2015 and the calendar of expenditure authorized to the "BOARD."
- I.9 Based on Article 148 of the Regulations of the Federal Law on Budget and Trade Responsibility, the Director-General of the "BOARD" authorized the multiannual procurement of the services covered by this Contract, subject to their execution and payment for fiscal years 2016 and 2017, as Visitor's Rights' income and to the calendar of expenditure authorized to the "BOARD."
- I.10 Its Federal Taxpayer Registry Number is CPT-991022-DE7 and it is domiciled at 152 Madison Avenue, Suite 1800, New York, N.Y. 10016, United States of America.

II. The "PROVIDER" states that:

- II.1 It is a company legally incorporated in accordance with the laws of the United States of America on December 04, 1979, under the name MSL Public Relations, Inc., and that on August 24, 2012, it changed its name to MSL Group Americas,



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Inc., as recorded on the certificate issued the same date by the State of Delaware.

II.2 Its representative, Peter James Miller, identifies himself by passport number 442634468, issued in his favor by the government of the United States of America, on 17 February 2009; and proves his legal status by a document certified by the Notary Public Susan D. Caulfield of the State of Illinois, Cook County, dated June 18, 2013. He states under oath that he is vested with powers sufficient to enter into this contract and to bind the "PROVIDER" in its terms; these powers that have not been revoked, modified, or limited in any way.

II.3 He has the legal capacity and proper and sufficient elements to comply with the obligations arising from this Contract in an efficient and timely manner, and in the best conditions for the "BOARD," also stating that he is aware of the technical characteristics and scope of the service that are the object of this Contract.

II.4 Under oath, he states that it is not prevented from contracting with the Mexican Government, and he states that it has no relationship or family connection through its employees and representatives with any person of the "BOARD."

II.5 For tax purposes, he states that it holds Treasury Department Tax Identification Number 13-3030404, obligating itself to make, under that document, all payments that are generated by virtue of entering into this contract to the relevant tax authorities at their address

II.6 He indicates as its domicile for all legal purposes of this Contract that located at 375 Hudson Street, 14th Floor, New York, N.Y. 10014, United States of America.

In view of the foregoing statements and both "PARTIES" acknowledging each other's capacity, they hereby agree to honor their commitments as contained in the following:

C L A U S E S

ONE. CONTRACT OBJECT. The "PROVIDER" undertakes to provide the "BOARD" with public relations and communication services in the international markets of North America, Europe, Asia, Latin America (except Mexico), and Emerging Markets, to promote the image of Mexico and stimulate demand and services for tourism in the country, which should be developed in accordance with the specifications contained in the "PROVIDER's" Technical Annex, incorporated into this Contract as Annex One.



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The "PROVIDER" undertakes to exhibit and disseminate the Mexico brand in the media and materials described in Annex One, and to use the brand only for the purposes indicated in this contract and in accordance with the Short Guide to the Use of the Mexico/Country Brand which is added as Annex Two to this Contract.

TWO. TERM. This contract enters into effect from 03 July 2015 and will remain in effect until 02 July 2017, divided into three periods:

1. From 03 July to 31 December 2015.
2. From 01 January to 31 December 2016.
3. From 01 January to 02 July 2017.

THREE. AMOUNT. This Contract is entered into for a minimum of \$16,400,000.00 (sixteen million four hundred thousand Dollars 00/100 legal tender in the United States of America) and a maximum of \$41,000,000.00 (forty-one million dollars 00/100 legal tender in the United States of America), which will be applied for execution of the services in the three periods indicated in the preceding clause.

The above amount fully compensates the services performed by the Provider under this Contract, and includes any expenses for their realization, as well as time spent, materials used, salaries, fees, organization, technical management, administration, social and employment benefits of the staff and, in general, any other consideration to which [the Provider is] entitled by reason of this contract; it may not therefore demand further remuneration from the "BOARD" for any item.

The amounts referred to in this Clause will be fixed for the entire duration of the contract and will be understood to be net of all taxes generated by provision of the contracted services. Therefore, each party undertakes to comply with its own tax obligations.

FOUR. CONSIDERATION. Without prejudice to the foregoing Clause Three, the "BOARD" will pay the "PROVIDER" a percentage equivalent to 20% (twenty percent) on the amount to be exercised under this Contract as a fee for the provision of its Services, in accordance with the Economic Proposal presented, and without the above implying any increase in the amounts of the Contract set out in Clause Three. This percentage will be fixed for the duration of the Contract, and includes the services detailed in Number 4 of the Technical Annex that is part of Annex One to this Contract. The proportion of the fees, in respect of the minimum budget, will be the same as that applied for the implementation of the maximum budget referred to in Clause Three, as well as for the amendments referred to in Clause Seven of this Contract.



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FIVE. PAYMENT METHOD. Payments will be made for accrued services and will be deposited into a bank account that the "PROVIDER" will assign for the payments of the "BOARD" by electronic transfer and accreditation to the respective account. Deposits will be made from Mexico, Federal District, and will be covered in Dollars at the exchange rate in effect on the date of payment.

If advance payments are to be made, upon authorization of the "BOARD," the "PROVIDER" must provide the "BOARD" with a guarantee for 100% of the payment.

For the payment process, the "PROVIDER" must submit the respective original invoices to the Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations, who will turn them over to the "BOARD's" Office of Financial Resources for processing. Payment will be made within 20 (twenty) calendar days after receipt of invoices duly authorized by the Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations, provided that they are accompanied by verification of the services they support, if applicable.

In case of any errors in billing, the Office of Financial Resources, or those responsible for the validation or monitoring of the services designated by the "BOARD" will forward the documents and/or invoices to the "PROVIDER" with the corresponding comments for correction and refiling to restart the payment process. The time taken up for this will not be calculated for the purposes of the initial period of the 20 (twenty) calendar days for payment.

Any invoice from the "PROVIDER" must be presented in original, in the name of the "BOARD," must meet the tax requirements set out in current legislation, and contain the following data:

- I. Full name, tax address and RFC (Federal Taxpayers Registration Number) of the "BOARD";
- II. Full name and address of the person who signs the invoice, and its date of issue;
- III. Invoice number; and
- IV. Clear description of the services covered, price, contract number, and period.

Invoices must not have any cross-outs or emendations.

The bills corresponding to the fees will be paid on a monthly basis, per past month, in United States Dollars, and must be submitted within 8 (eight) calendar days following the end of the month. For this purpose, the presentation of the corresponding invoice will suffice. The "PROVIDER" will refrain from performing work that is not considered in the work programs authorized by the Regional Office for North America and/or Deputy General Office of Marketing and Promotion and/or the



Executive Coordination of Public Relations: payment of unauthorized work will not therefore be admitted.

SIX. VERIFICATION. The “PROVIDER” will provide to the “BOARD” through the Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations, the corresponding verification in the form and within the periods established in the Technical Annex added as Annex One to this Contract.

The “BOARD” may request the preparation of any other deliverables, modify their number and/or format, and in any case will notify the “PROVIDER” in advance in writing.

Anything that involves graphic presentation, such as printing documents and/or images, must be delivered in an executive manner in duly reinforced and labeled folders, the same for the delivery of audiovisual evidence, or as required by the “BOARD.”

The “BOARD” will carry out the verification of the specifications and acceptance through the Regional Director for North America and/or the Deputy Director-General for Marketing and Promotion and/or the Executive Coordinator of Public Relations, and the “PROVIDER” agrees that until this is accomplished, they will not be considered as having been received or accepted.

SEVEN. AMENDMENTS TO THE CONTRACT. The “BOARD” may, within its approved and available budget, under its responsibility and for well-founded and explicit reasons, agree to increase the sum and/or the number of services requested through amendments to its current Contract, provided that the amendments do not, altogether, exceed 20% (twenty percent) of the total sum of the Contract or the number of items or volumes originally established and the price of the services is equal to that originally agreed.

Where the “PROVIDER” proves the existence of justified causes that prevent it from complying with total delivery of the services as agreed in the Contract, or that require decreasing the amount or quantity of services, the “BOARD” may at its discretion amend it, provided that it does not exceed 10% (ten percent) of the total amount of the Contract.

Any modification to the Contract will be formalized in writing by the “BOARD,” the respective legal instruments being signed by the public servant who has done so in the Contract or whoever replaces him or her or is entitled to do so.

The “BOARD” and the “PROVIDER” will refrain from making amendments that relate to prices, progressive payments, specifications, and in general, any changes involving



granting conditions more advantageous to the "PROVIDER" compared to those originally established in this Contract.

EIGHT. SUSPENSION OF SERVICES. In the event of a fortuitous event or a case of force majeure during the provision of the service, the "BOARD" may suspend provision of the services, in which case only those that have actually been provided will be paid, and where appropriate, unspent advances will be refunded.

Where the suspension is due to causes attributable to the "BOARD", this latter will cover non-recoverable expenses for the duration of this suspension. Such costs will be those incurred by the suspension and provided that they are verified and directly related to the subject matter of the Contract. In no event will services not linked to the Contract be paid for.

In any of the cases provided for in this Clause, the parties will agree on the term of the suspension, at the end of which, early termination of the Contract may be initiated.

NINE. EARLY TERMINATION. The "BOARD" may terminate this Contract administratively with no liability and with no need for judicial intervention due to causes of general interest or when, for justified causes, the necessity of requiring the contracted services, in accordance with this Contract, expires, demonstrating that continuing to fulfil the agreed upon commitments may cause damage or loss to the "BOARD."

In such event, the "BOARD" will give written notice to the "PROVIDER" of the circumstances at least 10 (ten) calendar days in advance.

If this case should arise, the "BOARD" will reimburse the "PROVIDER" for any unrecoverable expenses incurred, provided they are reasonable, duly verified, and directly related to this Contract.

Similarly, the "BOARD" will pay the "PROVIDER" the fees, considerations, and any expenses incurred or required to be incurred under this Contract and not covered until the time of effective termination.

The "PROVIDER" will refund, where appropriate, amounts received from the "BOARD" that have not been amortized as established in this Contract until the time of the respective notification. These will be made available to the "BOARD" by transfer to the account previously indicated in writing.

In the event of termination of this instrument for any reason, the "PROVIDER" will comply with its outstanding obligations to the "BOARD" or third parties and will submit to the "BOARD" any verifications that were to be outstanding in the time periods and terms established to this end in this Contract.



TEN. EXTENSIONS. In exceptional cases, due to a fortuitous event or a case of force majeure or for reasons attributable to the "BOARD," on receipt of a prior written request from the "PROVIDER," the "BOARD" may grant an extension for the provision of the Services or their verification. For this purpose, the "PROVIDER" must justify it in writing, prior to the expiration of the dates agreed in this Contract.

On expiration of the extension period, if the Services have not been provided in accordance with this Contract, the "BOARD" will apply the contractual penalties established in Clause Seven of this Contract.

ELEVEN. CAUSES OF ADMINISTRATIVE RESCISSION. The parties agree that the "BOARD" may administratively terminate this Contract without the need for a judicial declaration or arbitral decision should any of the following cases arise:

- I. If the "PROVIDER" does not submit the guarantee(s) within 60 (sixty) days of signing the Contract.
- II. If the "PROVIDER" does not provide the services on the agreed dates and in accordance with this Contract and its Annexes.
- III. If the "PROVIDER" unreasonably suspends services.
- IV. If the "PROVIDER" does not replace services that have been justifiably rejected, and in accordance with this Contract and its Annexes.
- V. When the limit of contractual penalties or deductions from payments is exhausted.
- VI. If the "PROVIDER" does not provide the necessary facilities and data for inspecting, monitoring, and supervising services.
- VII. If the "PROVIDER" provides false information and/or acts with bad intent or in bad faith in the contracting procedure, in entering into the Contract or during its term.
- VIII. In the event that the competent authority declares the "PROVIDER" in commercial bankruptcy or there is any other situation affecting its assets in such a way as to prevent it from complying with its obligations.
- IX. Due to failure to comply with any of the terms and other obligations contained in this Contract or its Annexes.

In the event of the "PROVIDER's" incurring any of the grounds set out in this Clause, the "BOARD" will initiate the administrative termination procedure, in accordance with the provisions of the following Clause.



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TWELVE. ADMINISTRATIVE RESCISSION PROCEDURE. In the event of any or all of the cases of termination provided in the preceding Clause, the "BOARD" will initiate the administrative termination procedure at any time after noncompliance without the need for intervention by judicial authority or arbitral decision, in accordance with the following procedure:

- I. The procedure will be initiated from the date of the communication to the "PROVIDER" in writing of the noncompliance incurred, so that within 5 (five) working days from the date on which the communication was received, it may state whatever is in its best interest, and provide, when applicable, the evidence it deems pertinent.
- II. After the term referred to in the preceding paragraph, the "BOARD" will have a period of 15 (fifteen) days to resolve, taking into account the arguments and evidence offered by the "PROVIDER." The determination whether or not to terminate the Contract will be duly founded, reasoned, and communicated to the "PROVIDER" within that period.
- III. Upon rescission of the Contract, the corresponding settlement will be drafted in order to put on record the payments to be made by "THE BOARD" corresponding to the services delivered up to the time of rescission.

If a conciliation procedure is initiated, the "BOARD," under its responsibility, may suspend the proceedings of the rescission procedure.

If services were to be provided prior to the decision to rescind this Contract, the initiated procedure remains without effect with prior acceptance and verification from the "BOARD" that the need for these services continues to be valid, applying, where applicable, the corresponding contractual penalties.

The "BOARD" may decide not to rescind the Contract when it finds during the procedure that the rescission may cause damage or affect the entrusted functions. In this circumstance, the "BOARD" will draft a report justifying the impact of the financial disadvantages arising from rescission of the Contract.

Were it not to rescind the Contract, the "BOARD" will establish a further term with "THE PROVIDER," rectifying the nonfulfillment arising from the initiation of the procedure. Where applicable, the corresponding amendment agreement will be drawn up.

When, by virtue of the delay in the provision of services, or if the rescission procedure were to be processed during a fiscal year other than the year in which the Contract was awarded, the "BOARD" may receive the services after verifying that the necessity for such services continues to be valid in the current fiscal year,



provided that the Contract term is modified with the original agreed prices. Any agreement contrary to the provisions in this Clause will be deemed invalid.

If the "BOARD" decides to terminate this Contract, it will exercise the performance bond provided for in Clause Fourteen in proportion to the amount of unfulfilled obligations.

The signing of the Contract implies the acceptance and express submission of the parties to the administrative termination procedure established in this number.

THIRTEEN. CLOSING THE CONTRACT. The Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations of the "BOARD" will make a reconciliation with the "PROVIDER" for which it will carry out the following activities:

- I. Review of invoices paid;
- II. Review of unpaid invoices;
- III. Review of pending invoices;
- IV. Review of fee payments; and
- V. Balance to be paid according to the budget allocated in the Contract.

The Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations of the "BOARD" will hold a meeting in conjunction with the "PROVIDER" at which a delivery certificate will be issued for goods and services subject to the Contract, as well as non-payment.

FOURTEEN. GUARANTEE. In order to ensure compliance with the obligations set out in this Contract, the "PROVIDER" must, within 60 (sixty) days of its signature, provide the "BOARD" with a letter of credit or equivalent issued by an international or foreign bank, payable in Mexico by a national institution or subsidiary of the issuing bank of the document, for 10% (ten percent) of the maximum total amount set out in Clause Three of this instrument.

The letter of credit referred to in the preceding paragraph will contain the following specifications:

- I. To be issued in favor of the Tourism Promotion Board of Mexico, S.A. de C.V.
- II. State the denomination or name of the "PROVIDER."
- III. Indicate the total amount guaranteed in numbers and words.



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IV. Indicate the number and date of the Contract.

V. Guarantee compliance with each and every one of the obligations it has assumed.

If increases are agreed as to the number of requested services, as provided in Clause Seven of this Contract, the "PROVIDER" undertakes to raise the amount of the compliance guarantee in the same proportion as the increase awarded.

The time in effect of the letter of credit will last until the object of the Contract is fully realized to the satisfaction of the "BOARD," that is, until it considers that each and every contractual obligation entered into has been satisfied. The letter of credit may only be cancelled by written communication from the "BOARD."

FIFTEEN. RELEASE OF THE GUARANTEE. The Contract's performance bond may only be released by the Deputy Directorate-General for International Administration and Coordination, or through the designated person, upon written request from the Regional Office for North America and/or Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations of the "BOARD," confirming the accomplishment of each and every one of the obligations set out in the Contract.

SIXTEEN. INTELLECTUAL PROPERTY. Any information or material that the "BOARD" has provided to the "PROVIDER" or that has been prepared or created during the term of this Contract will be the property of the "BOARD". The "PROVIDER" may not therefore modify, fix, reproduce, or communicate it, or generally use or exploit it in a manner other than that expressly agreed in this Contract, claim any intellectual property rights to it, nor allow it to be modified, fixed, reproduced, or communicated, or generally used or exploited; as a result, in the event of any contravention of the above, the "PROVIDER" will be liable to the "BOARD" for any damages caused to it by this matter.

The "PROVIDER" acknowledges that the "BOARD" is the sole owner of the economic rights of any work that is created in the course of the Services, if they can be considered intellectual or artistic works.

SEVENTEEN. CONTRACTUAL PENALTIES. When the "PROVIDER" is delayed on the date of delivery of the services or fails to comply with the obligations arising out of the Contract for reasons attributable to it, it will be liable for the application of contractual penalties or payment deductions, respectively, in accordance with the following:

- I. In the case of delays in the delivery of services on the agreed dates, a contractual penalty of 1% (one percent) per day for each working day of delay will apply to services not delivered on time.



- II. For delay in verifying the services provided, a deduction will apply of 0.5% (zero point five percent) per day for each working day of delay on the value of services not verified on time.
- III. For an undelivered report, a penalty deduction corresponding to 1% (one per cent) of the total amount of the monthly fees of the "PROVIDER."
- IV. For noncompliance with the obligations of the "PROVIDER," for not dedicating 100% (one hundred percent) of the required staff to the "BOARD's" account, a penalty deduction corresponding to 1% (one percent) of the total amount of the monthly fees of the "PROVIDER."

Contractual penalties applied will not exceed 10% (ten percent) of the total amount of the Contract.

The Regional Office for North America and/or the Deputy Directorate-General for Marketing and Promotion and/or the Executive Coordination of Public Relations, will be responsible for requesting the Financial Resources Office to calculate the penalty to be applied by means of a credit note to the payment invoice corresponding to the month's fees following its determination.

Payment of services will be proportionally conditioned to the payment that the "PROVIDER" must make for any contractual penalties to which it may be subject, in the understanding that if this Contract were to be rescinded, it will not be necessary to collect such penalties, nor to account for them in order to make the performance bond effective.

For the purposes of applying the contractual penalties referred to in this Clause, the "BOARD" will provide written notice to the "PROVIDER" that will be delivered by registered mail or by hand to its domicile, with acknowledgement of receipt, indicating the noncompliance incurred and the penalties to which it has become subject. The "PROVIDER" must remedy its noncompliance within a maximum period of 10 (ten) working days from receipt of the injunction, manifesting its right to state whatever is in its best interest. Having done so, the "BOARD" will decide by applying, where appropriate, the corresponding contractual penalties, which must be communicated to the "PROVIDER" by written statement, in which it will be required to pay the corresponding payment within a period of not more than 10 (ten) days, which may be covered by the "PROVIDER" in cash or by check payable to the bearer, or may be deducted from payments outstanding to it by means of a credit note.

If non-compliance by the "PROVIDER" persists, or once the limit for the application of contractual penalties has been exhausted, the "BOARD" may initiate the rescission procedure for this instrument, as provided in Clause Twelve.



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EIGHTEEN. FORTUITOUS EVENT OR FORCE MAJEURE. Failure to comply with the obligations set out in this Contract arising from fortuitous events or force majeure shall not be a cause of contractual liability for either party and both will have the right to suspend the obligations contained in this Contract, having given prior written notice to the other party, within a term of no more than 10 (ten) working days counted from becoming aware of such a circumstance.

NINETEEN. HIDDEN VICES. The “PROVIDER” will be obligated to the “BOARD” to be liable for defects, hidden vices and the quality of the services, as well as any other liability incurred in the terms established in this Contract and in applicable legislation.

For the purposes of this instrument, hidden vices are understood to be defects existing in the services provided that make them unfit for the uses provided in this Contract.

TWENTY. REPORTS. The “PROVIDER” undertakes to present the “BOARD” with the reports described in the Technical Annex which is part of this Contract as Annex One.

TWENTY-ONE. VERIFICATION AND ACCEPTANCE OF THE SERVICES. The “BOARD” will verify compliance with the object of this Contract through the personnel designated in statement 1.6

The above, without prejudice to the right of the “BOARD” to make revisions at any time during the validity of this Contract through its Director-General, Deputy Director-General of Administration and International Coordination, Executive Director of Administration and Finance, and Head of the Internal Control Unit of the “BOARD,” or by the people designated for this purpose, and to verify application of the resources, verification of the resources, and the benefits obtained by the “PROVIDER” for the “BOARD.”

TWENTY-TWO. LABOR RELATIONS. This Contract does not aim to create, and nothing it establishes should be interpreted as creating a legal relationship of representation or association, an employment relationship, a relationship between an employer and an employee, or a partner or an associate, or a joint venture in any way that is different from the terms specifically established in this Contract entered into by and between “BOARD” and “THE PROVIDER.”

The “PROVIDER” will be exclusively accountable for any employment obligation in conformity with the provisions of the labor laws regarding any employee or worker it employs or hires in order to meet the obligations under this Contract and assumes full responsibility for compliance with its labor obligations.

In all matters relating to the provision of the Services, the “PROVIDER” will be considered an independent contractor and not an employee of the “BOARD,” and no one belonging to the



“PROVIDER” will [not] be entitled to receive any compensation, benefits or any other receipt or benefit granted to the employees of the “BOARD.” The “PROVIDER” will be responsible for all taxes and other expenses stemming from the relationship of an independent contractor or from one of employment between the “PROVIDER” and its staff and for the provision of the Services under this Contract by such personnel, as well as for all employer obligations and responsibilities in tax, labor and social security matters, stating that it has sufficient and own resources to comply with these obligations and responsibilities, which is why the “PROVIDER” undertakes to hold the “BOARD” harmless in any individual labor conflict that these persons might instigate against the latter in relation to the work they do for the “PROVIDER”. In addition, the “PROVIDER” undertakes to reimburse within 24 hours of receiving a request from the “BOARD”, any amount that the BOARD were to have to pay in connection with any such dispute, including without limiting reasonable attorneys’ fees or any amount that the “BOARD” is forced to pay by virtue of an enforceable award or employment compensation.

TWENTY-THREE. SUBCONTRACTING. The services in this Contract may not be subcontracted. The activities carried out by a subsidiary or entity affiliated with the “PROVIDER” will not be understood as subcontracting.

TWENTY-FOUR. ASSIGNMENT OF RIGHTS. The “PROVIDER” undertakes not to assign its rights and obligations under this Contract to individual or corporate third parties, except for the collection rights for the provision of the services performed, in which case the “PROVIDER” must have the prior written authorization of the “BOARD.”

TWENTY-FIVE. CONFIDENTIALITY. The Parties agree that all information that each one provides to the other in connection with this Contract will be confidential (“Confidential Information”). Confidential Information will remain as such for as long as this Contract is in force and for a period of 2 (two) years from its date of termination.

The “PROVIDER” will use Confidential Information only for the purposes established in this Contract, and therefore it may not be disclosed to third parties that are not party to this Contract, unless expressly authorized by the “BOARD.”

In addition, the “PROVIDER” undertakes to keep the Services relating to this Contract absolutely confidential and, therefore, not to divulge or disclose to third parties other than the “BOARD” documentation and/or information related to the service, as well as the final results generated as a result of its services, with the exception of the data and reports that may be required.

The obligation of confidentiality referred to in this clause will not apply in the following cases:



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- i. If the information deemed confidential comes to be in the public domain before or after the signing of this instrument for reasons other than failure on the part of the "PROVIDER" to meet the terms established in this Clause;
- ii. If the information is disclosed by a third party who is not bound by any confidentiality obligation whatsoever arising from this Contract;
- iii. If the information is requested by any authority by means of the applicable court order.

Notwithstanding the provisions of this clause, and without prejudice to the exercise of any other rights or actions they may be entitled to, the parties state that they know and are aware of the penalties incurred by a person were they to disclose any secrets.

Upon termination of this Contract, or where applicable, on early termination thereof, the "PROVIDER" will return to the "BOARD" the instruments or objects containing such Confidential Information, no later than 5 business days after the termination of the Contract.

TWENTY-SIX. COMMUNICATION AND LIAISON. The parties agree that the people responsible for sending and receiving communications are as follows:

- i. On behalf of the "BOARD," Rodrigo Esponda Cascajares, Regional Director for North America, Yadira López Salas, Deputy Director-General of Marketing and Promotion, and Eduardo Regules Bukantz, Executive Coordinator of Public Relations, through their e-mail addresses, responda@promotur.com.mx, ylopez@promotur.com.mx and eregules@promotur.com.mx, or the public servant or servants that where appropriate, replace them; and by mail with acknowledgement of receipt to the address of the "BOARD" indicated in declaration 1.10 of this contract. All communication will be understood to have been made on the day it is received by the recipient, upon verification or confirmation.
- ii. On the part of the "PROVIDER," Josh Shapiro is appointed, through his e-mail address, peter.miller@mslgroup.com, and by mail with acknowledgement of receipt to the address of the "PROVIDER" indicated in statement II.6 of this contract. All communication will be understood to have been made on the day it is received by the recipient, upon verification or confirmation.

Should any of the parties modify or incorporate telephone numbers or additional electronic mail addresses, corresponding notification in writing to the other party at least 5 (five) calendar days in advance will be sufficient to duly formalize the change. In the event of a change of address not being reported, all notifications and communication carried out in accordance with this Clause will be deemed to have been made.



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TWENTY-SEVEN. LIMITATION OF LIABILITY. In no event will either of the "PARTIES" be liable to the other for special, indirect, consequential, exemplary or punitive damages that may be sustained by either in connection with the matter of this Contract, whether such damages arise under this Contract, noncontractual liability, or other cause of action, even if such party has been advised of the possibility of such damages. Such damages include, but are not limited to, compensation, reimbursement, or damages for [lost] current or future profits, expenses, investments, or commitments, whether made to establish, develop, or maintain the reputation or good name of the business. Except as established herein, neither party makes any express or implied warranty as to the products or services to be provided in accordance with this Contract or that the software or other electronic devices provided or created on the Internet or published by the "PROVIDER" will be error-free or operated without interruption, and guarantees of ownership, marketability, and fitness for a particular purpose are expressly excluded. The total liability of the "PROVIDER" for all claims arising in connection with this Contract will not exceed the total sum of payments received and withheld by the "BOARD" under this instrument as a fee or stipend of the "PROVIDER," and the liability for any particular claim will not exceed the payments received and withheld by the "BOARD" on its stipend for the products or services in respect of which the particular claim is made. Demands must be made within one year after the incident to which they are related or they shall expire forever.

TWENTY-EIGHT. CONFLICTS WITH THIRD PARTIES. The "PARTIES" undertake to defend and hold each other harmless, as well as their parent company, subsidiaries, affiliates, employees, officers, directors, shareholders, licensees, assignees, and representatives, from and against any liability, damage or expense, including reasonable attorneys' fees and costs that they may incur as a result of any lawsuit, claim, or process arising from:

- i. A violation or alleged violation of any representations, guarantees, agreements, or obligations under this Contract and/or the serious misconduct or misrepresentation of either "PARTY," as applicable;
- ii. Any advertising or other forms of communication approved prior to disclosure by either "PARTY," as applicable;
- iii. The products, programs, or services of the "PARTIES," as applicable;
- iv. The acts of the "PARTIES" performed with the approval of each one, as the case may be; or



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- v. Any investigation into the acts and practices of the "PARTIES," including costs and expenses related to compliance with a summons issued by a third party or other request for discovery.

TWENTY-NINE. PROCEDURES REGARDING CONFLICTS WITH THIRD PARTIES. Within 10 (ten) days of the assertion of any claim or the commencement of any claim or proceeding against either of the "PARTIES," lodged by any third party, that may give rise to liability on the part of either of the "PARTIES" under this Contract, the affected party will notify the party responsible for the existence of such claim, complaint, or process and will grant reasonable opportunity to defend or settle the claim at the expense of the responsible party and with the legal advice of its choice. The party concerned must at all times, at its own expense, have the right to participate fully in such agreement as it reasonably believes may have an adverse effect on its business. The party concerned will make available to the responsible party all books and records related to the claim, complaint, or process (subject to the confidentiality provisions in this document), and the "PARTIES" undertake to provide each other with the assistance reasonably requested to ensure appropriate and adequate defense. The controller will not agree to any claim, complaint, or process that may give rise to liability for the affected party under this Contract, without prior written consent; such consent must not be unjustifiably denied.

THIRTY. RESOLUTION OF CONTROVERSIES. The Parties agree that they will seek to resolve by common agreement any dispute arising from the interpretation and performance of this Contract, and only in the event that the dispute persists, to resolve it through arbitration carried out in accordance with the Arbitration Rules of the United Nations Commission on Commercial Law (UNCITRAL).

In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Contract, the terms of the Contract will prevail.

THIRTY-ONE. APPLICABLE LAW. This Contract will be construed and governed by the laws of New York City, N.Y., without regard to principles of legal conflict. All disputes, controversies, or disagreements that may arise between the parties relating to or in connection with this Contract, or noncompliance with it, will ultimately be resolved by arbitration. The arbitration will be conducted by 3 (three) arbitrators in New York City, N.Y. The award of the arbitrators will be final and binding on the "PARTIES."

THIRTY-TWO. ANNEXES. The parties acknowledge that this Contract consists of 32 (thirty-two) clauses and 2 (two) Annexes, which are signed by the parties and are described below:



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ANNEX	CONTENTS
One	Technical Annex and Technical-Economic Proposal of the “PROVIDER
Two	Brief Guide to Use of the Mexico/Country Brand

This instrument was read to the parties involved, and as they are in agreement with its content and legal scope, they ratify it and sign three copies in New York City, N.Y., on July 03, 2015.

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[SIGNATURE PAGE FOLLOWS]



FOR THE "BOARD"

[signature]
Rodrigo Esponda Cascajares
Regional Director for North America
Legal Representative

[signature]
Yadira López Salas
Deputy Director-General of Marketing and
Promotion
Area Responsible for Administering and
Verifying Compliance with the Contract

[signature]
Eduardo Regules Bukantz
Executive Director of Public Relations
Area Responsible for Administering and
Verifying Compliance with the Contract

LEGAL REVIEW

[signature]
Ricardo Mauricio Cadena Rodríguez
Executive Director of Legal Affairs

[signature]
Gabriela Gutiérrez Pérez
Director of the Office of Counsel

FOR THE "PROVIDER"

[signature]
Peter James Miller
Legal Representative

THIS PAGE IS AN INTEGRAL PART OF THE OFFER OF SERVICES CONTRACT NO. MTB/DRNA/011/2015, JULY 3, 2015, ENTERED INTO BY AND BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V., AND THE COMPANY MSL GROUP AMERICAS, INC.



To whom it may concern:

I, Savannah Campbell, hereby confirm that the following English translations

Signed MTB Hurricane Patricia Contract 2015_English

for MSL Group are true and accurate translations of the original Spanish document. The translations have been carried out by a native English translator and they have been revised by a second English translator.



Savannah Campbell
Account Manager
TranslateMedia

Date: 14 September 2019



SERVICES PROVISION CONTRACT No. MTB/DRNA/021/2015

BY AND BETWEEN

ON THE ONE HAND, THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. (VARIABLE CAPITAL CORPORATION, HEREINAFTER THE "BOARD"), WHICH IS REPRESENTED HEREIN BY RODRIGO ESPONDA CASCAJARES IN HIS CAPACITY AS REGIONAL DIRECTOR FOR NORTH AMERICA AND LEGAL REPRESENTATIVE

AND, ON THE OTHER HAND, THE COMPANY MSL GROUP AMERICAS, INC. (THE "PROVIDER" AND, JOINTLY WITH THE "BOARD", THE "PARTIES") THROUGH ITS LEGAL REPRESENTATIVE PETER JAMES MILLER, PURSUANT TO THE FOLLOWING CLAUSES:

REPRESENTATIONS

I. The "BOARD" represents that:

- I.1 It is a company in which the Federal Government has a majority interest and was incorporated under Public Writ No. 39,873 of 11 October 1999, which was executed before Mexico City Notary Public No. 32, Francisco Jacobo Sevillano González, and entered on the Land and Trade Register at commercial page 257,243 on 9 December 1999, having all the powers and authority vested in it under article 39 of the General Tourism Act and other applicable provisions, while its corporate purpose includes authorisation to execute any legal provisions and contracts that are required to achieve its aims
- I.2. In relation to articles 5 and 6, sub-sections I, II and VIII of the Organic Statute of the Consejo de Promoción Turística de México, S.A. de C.V., articles 38 and 41 of the General Tourism Act establish that the objectives of the "BOARD" include contributing to the designing of plans, programmes, strategies and priorities in the promotion of tourism within the context of the Planning Act, the National Development Plan and sector programmes and/or policies decided by the Federal Executive and running tourism promotion campaigns both nationally and internationally, as well as entering into contracts with both national and foreign tourism-related service providers, as well as with individuals who have an interest in boosting tourist flows into Mexico, to implement tourism promotion campaigns.
- I.3. With regard to articles 34 and 51 of the Organic Statute of the Consejo de Promoción Turística de México, S.A. de C.V., its organisational structure incorporates branches abroad, which include Regional Offices with the inherent powers that are envisaged in this same legal framework.

[Four sets of initials appear, as does a stamp featuring the "México" logo and the words "Legal Review", on each page up to and including page 13]

- I.4. Rodrigo Esponda Cascajares has sufficient powers as are required to execute this Contract and to bind the "BOARD" in the terms thereof, as appears on record in public writ number 62,664 of 14 November 2014, which was granted before Mexico City Notary Public No. 32, Francisco Jacobo Sevillano González, and certified by apostille for it to be used and valid in the United States of America. These powers have not been revoked or restricted in any way.
- I.5. Rodrigo Esponda Cascajares is authorised to execute this contract, these powers having been issued by the Deputy Director General for International Administration and Coordination. He signs hereto in his capacity as legal representative of the "BOARD" under the powers conferred in articles 34, sub-section I, and 51, sub-section I of the Organic Statute of the Consejo de Promoción Turística de México, S.A. de C.V. and designates Carlos Felipe Behnsen Flathmann, Marketing Executive Director, to handle the administration and verification of the contract.
- I.6. This Contract was directly awarded on the basis of article 16 of the Law on Government Procurement, Leasing and Services subject to prior endorsement by Regional Management for North America, as well as the Feasibility Report (included in the body of the endorsement) and the Opinion on Merits with respect to concluding this contract, which was given by the Deputy Director General for International Administration and Coordination.
- I.7. As of the date of signing of this contract it has a sufficient budget allocation and enough funding at its disposal to pay for the services that are the object hereof according to the budget approved by the Chamber of Deputies for 2015 and the expenditure schedule authorised for the "BOARD".
- I.8. Its taxpayer identification number is [REDACTED] and its corporate address is 152 Madison Avenue, Suite 1800, New York, N.Y. 10016, United States of America.

II. The "PROVIDER" represents that:

- II.1. It is a company that was incorporated pursuant to the laws of the United States of America on 4 December 1979 under the name of MSL Public Relations, Inc. and that on 24 August 2012 it changed its name to MSL Group Americas, Inc., as is apparent from the certificate that was issued on that same date by the State of Delaware.
- II.2. Its representative, Peter James Miller, has identified himself by means of passport number [REDACTED] which was issued to him by the Government of the United States of America on 17 February 2009, while his legal capacity has been attested by a document that was before the Notary Public Susan D. Caulfield of Cook County in the State of Illinois on 18 June 2013, whereby he declares under penalty of perjury that he has been vested with sufficient legal powers to execute this contract and to bind the "PROVIDER" in the terms thereof. These powers have not been revoked, amended or restricted in any way.
- II.3. The "PROVIDER" has the legal capacity and the appropriate and sufficient elements to fulfil the obligations that arise from this Contract in such a manner as is efficient, timely

and in the best interests of the "BOARD", and likewise affirms that it is familiar with the technical features and scope of the service which is the object hereof.

- II.4. The "PROVIDER" represents under penalty of perjury that it is not disqualified from entering into contracts with the Government of Mexico, as well as that it has no relationship or family ties at all via its employees and representatives with anybody on the "BOARD".
- II.5. For tax purposes the "PROVIDER" represents that it is the holder of Department of the Treasury tax identification number [REDACTED] and hereby undertakes to make good all payments in relation to taxes that are generated by dint of the execution of this contract as far as the tax authorities are concerned in its place of residence.
- II.6. The "PROVIDER" states that, for the legal purposes hereof, its domicile is 375 Hudson Street, 14th Floor, New York, N.Y. 10014, United States of America.

In light of the foregoing representations, and both parties recognising each other's legal capacity, they agree to bind their commitments to what is established in the following

CLAUSES

ONE.- OBJECT. "THE PROVIDER" commits to providing the "BOARD" with integrated communications services: creative work and production, advertising, and media, public relations and Below The Line services to promote Mexico and its destinations as a result of the impact of Hurricane Patricia according to the specifications that are established in the Technical Appendix and the Technical and Financial Proposal of the "PROVIDER" which are included as Appendix One of this contract.

The "PROVIDER" agrees to raise the profile of and publicise the México brand both in the media and as regards the materials described in Appendix One and to use the brand solely for the ends that are stated in this contract and in keeping with the Brief Guide to Using the Mexico/Country Brand which is added as Appendix Two hereof.

TWO.- VALID TERM. This contract will become effective from 5 November until 31 December 2015.

THREE.- PRICE. This Contract will be entered into for a minimum sum of USD 8,000,000.00 (Eight million dollars and zero cents of legal tender in the United States of America) up to a ceiling of USD 12,000,000.00 (Twelve million dollars and zero cents of legal tender in the United States of America).

The above-mentioned sum is by way of full compensation for the services performed by the "PROVIDER" under this Contract and includes any expense incurred in providing them, as well as the time devoted to them, materials used, wages, fees, organisational work, technical direction, administration, welfare and employment benefits of the "PROVIDER"'s personnel and, generally, any other consideration to which there might be entitlement hereunder, for which reason no further remuneration on any account may be demanded from the "BOARD".

The amounts referred to in this clause will be fixed throughout the entire term of the Contract and will have to be understood as encompassing all of the taxes to which provision of the services under the Contract gives rise. Thus each of the parties undertakes to satisfy the tax obligations that fall due to them.

FOUR.- CONSIDERATION. Without detriment to the provisions of Clause Three above, the "BOARD" will pay the "PROVIDER" a percentage equal to 17.5% (seventeen point five percent) of the amount applied under this Contract by way of coordination for the provision of its services pursuant to the financial proposal presented, without this implying any increase on the Contract amounts laid down in Clause Three. This percentage will be fixed throughout the entire valid Contract term and includes the services set out in the Technical Appendix that is part of Appendix One hereof. The proportion of the coordination percentage relative to the minimum budget will be the same that is applied to implementation of the ceiling budget to which Clause Three refers, as well as by reason of the amendments to which Clause Seven hereof alludes.

FIVE.- PAYMENT METHOD. Payments will be effected according to service remuneration earned and will be deposited in a bank account which the "PROVIDER" will designate for payments from the "BOARD" by electronic transfer and crediting to the relevant account. Deposits will be made from Mexico City, Mexico, and will be paid in dollars at the exchange rate that prevails on the date of payment.

For processing payment, the "PROVIDER" will present the original relevant invoices to the Regional Office for North America and/or the Executive Directorate for Marketing, who will pass them on to the Financial Resources Department of the "BOARD" to be attended to. Payment will be made within the twenty (20) calendar days following receipt of the invoices that have been duly authorised by the Regional Office for North America and/or the Executive Directorate for Marketing, provided that they are accompanied by verification for the services to which they refer, as appropriate.

In the event of any error being detected in invoicing, the Financial Resources Department, or the persons in charge of validating or following up services who are appointed by the "BOARD", will send the "PROVIDER" the documents and/or invoices with the relevant objections, which the latter will have to correct and submit anew to restart the payment process, for which reason the time that elapses on account of this will not count for the purposes of the original deadline of 20 (twenty) calendar days that were to be adhered to for satisfying payment.

Any invoice from the "PROVIDER" will have to be submitted in original form and made out in the name of the "BOARD", and will have to meet the tax requirements that are laid down in current legislation, while also containing the following data:

- I.- Full name, tax domicile and taxpayer identification number of the "BOARD"
- II.- Full name and address of the signatory to the invoice, as well as the date of issue
- III.- Invoice number
- IV.- A clear description of the services which it covers, the price, the Contract number and the period involved

Invoices must not have erasures or amendments.

Invoices that relate to coordination will be paid monthly in arrears and in United States Dollars (USD) and must be presented within the eight (8) calendar days following the end of the month. For these purposes it will be sufficient just to submit the relevant invoice. The "PROVIDER" will refrain from performing tasks that are not covered within the work schedules that are authorised by the Regional

Office for North America and/or the Executive Directorate for Marketing, for which reason unauthorised work will not be paid.

SIX.- VERIFICATION. Via the Regional Office for North America and/or the Executive Directorate for Marketing, the "PROVIDER" will provide the "BOARD" with the relevant verification as established in the Technical Appendix that accompanies this Contract as Appendix One and do so within the time allowed for this by the "BOARD".

The "BOARD" may ask for any other deliverable item, and/or amendment of the number and/or format thereof. In such a case it will give prior written notification of this to the "PROVIDER".

Through the incumbent at the Regional Office for North America and/or the Executive Directorate for Marketing, the "BOARD" will check up on the specifications and acceptance of the services, which means that the "PROVIDER" agrees that until this is fulfilled, the services will not be deemed to have been received or accepted.

SEVEN.- AMENDMENTS TO THE CONTRACT. The "BOARD" may, within its approved and available budget, and subject to its own accountability and on well-founded and explicit grounds, decide to increase the sum total and/or quantity of services requested by means of amendments of its Contract in force, provided that the amendments do not collectively exceed 20% (twenty percent) of the sum total of the Contract or the amount of items or volumes that were initially established for these and the price of the services is the same as was originally agreed.

When the "PROVIDER" demonstrates that there are grounds which are justified in the opinion of the "BOARD" that prevent it from completing full delivery of the services according to what was agreed in the Contract, or which call for a reduction in the sum total or amount of services requested, the "BOARD" may amend this, as long as this does not go beyond 10% (ten percent) of the total Contract price.

Any amendment to the Contract will have to be formalised in writing by the "BOARD" and the relevant legal instruments will be signed by the civil servant who has done so in the Contract or the person who either replaces the latter or is authorised to do so.

The "BOARD" and the "PROVIDER" will refrain from making amendments that relate to prices, payments in stages, specifications, and generally, any change that implies granting terms and conditions that are more advantageous to the "PROVIDER" in comparison with those established originally herein.

EIGHT.- SUSPENSION OF THE SERVICES. When an Act of God or a case of *force majeure* arises during the provision of the service, the "BOARD" may suspend it, in which case only those services that have actually been provided will be paid for, and as applicable, advances that have not yet been repaid will be reimbursed.

When the suspension is due to reasons that are attributable to the "BOARD", the latter will cover non-recoverable expenses throughout the suspension period. Such expenses will refer to those that are caused by the suspension and provided that these have been confirmed and relate directly to the object of the Contract. Under no circumstances will services be paid for which are in no way associated with the Contract.

In any of the cases provided for in this clause the duration of the suspension will be agreed between the parties and when this ends early termination of the Contract may be triggered.

NINE.- EARLY TERMINATION. The "BOARD" may assume this Contract to be terminated early, without having to bear any liability and without any need for any court or arbitration ruling, on grounds of being in the general interest or when, on warranted grounds, there is no longer any need for the services hired under this Contract and it can be proved that continuing to comply with the obligations agreed would give rise to some form of harm or detriment to the "BOARD".

In such circumstances the "BOARD" will give written notice to the "PROVIDER" of the situation at least 10 (ten) calendar days in advance.

If such a case arises, the "BOARD" will reimburse the "PROVIDER" with the non-recoverable expenses it has incurred as long as these are reasonable, have been duly verified and are directly associated with this Contract.

Similarly, the "BOARD" will pay the "PROVIDER" for the consideration and any expenses which the latter has incurred or been obliged to satisfy under this Contract and which have not been covered up to the moment when termination becomes effective.

The "PROVIDER" will, where appropriate, refund any sums that it has received from the "BOARD" and which have not been repaid pursuant to this Contract up to the relevant notification and these will be placed at the disposal of the "BOARD" by transfer into the account previously indicated in writing for such purpose.

In the event of termination of this instrument on any grounds, the "PROVIDER" must meet its outstanding obligations towards the "BOARD" or third parties and submit any pending proof to the "BOARD" within the deadlines and on the terms laid down for such purposes herein.

TEN.- EXTENSIONS. In exceptional circumstances, whether on account of an Act of God or case of *force majeure* or for reasons that are attributable to the "BOARD", subject to a prior written request from the "PROVIDER", the "BOARD" may grant an extension for the provision of services or verification of this. To this end the "PROVIDER" must furnish written justification for this prior to the expiry of the deadline dates that are agreed herein.

After the extension period has expired, and should the services not have been performed pursuant to this Contract, the "BOARD" will impose the contractual penalties that are established in Clause Sixteen hereof.

ELEVEN.- GROUND FOR ADMINISTRATIVE RESCISSION. The parties agree that the "BOARD" may administratively rescind this Contract without any requirement for there to be any court determination or arbitration ruling if any of the following cases should arise:

- I. The "PROVIDER" fails to provide the guarantee(s) within the space of 60 (sixty) days following the signing of the Contract.
- II. The "PROVIDER" fails to perform the services on the agreed dates pursuant to this Contract and the appendices hereof.
- III. The "PROVIDER" suspends its services without justification.

- IV. The "PROVIDER" fails to replace any services and/or documentation evidencing these that have been rejected justifiably and consistent with the content of this Contract and the appendices hereof.
- V. When the limit on contractual penalties or payment deductions has been exhausted.
- VI. The "PROVIDER" does not provide the facilities and data required for inspection, oversight and supervision of the services.
- VII. The "PROVIDER" supplies false information and/or acts with malevolent intent or in bad faith in the contracting procedure, executing the Contract or in the course of the valid Contract term.
- VIII. If the competent authority declares the "PROVIDER" to be commercially bankrupt or some other situation exists that affects its assets to the extent that this prevents it from meeting its obligations.
- IX. There is failure to comply with any of the terms and other obligations contained herein or in the appendices hereof.

In the event of the "PROVIDER" incurring any of the grounds set forth in this clause, the "BOARD" will instigate administrative rescission procedure as laid down in the following clause.

TWELVE.- ADMINISTRATIVE RESCISSION PROCEDURE. If one or more of the rescission situations that are provided for in the preceding clause should arise, the "BOARD" will initiate an administrative rescission procedure at any time following failure to comply, without any need being brought about for intervention by a court authority or arbitration ruling, in accordance with the following procedure:

- I.- It will be instigated from the moment when the "PROVIDER" is informed of the breach it has incurred in writing, so that it may set out whatever legal arguments which it considers serve its best interests and provide any evidence that it considers relevant within the space of 5 (five) working days from the date when such notice is received.
- II.- After the period in the previous sub-section has elapsed, the "BOARD" will have 15 (fifteen) days in which to reach a decision based on the arguments and evidence which have been advanced by the "PROVIDER". The decision regarding whether or not to rescind the Contract must be well-founded, reasoned and conveyed to the "PROVIDER" within this window.
- III.- When the Contract is rescinded, the corresponding settlement will be drawn up for the purposes of leaving on record the payments which the "BOARD" will have to make in relation to the services that have been provided up until the moment of rescission.

If a mediation procedure has been set in train, under its own responsibility the "BOARD" may suspend the processing of the rescission procedure.

If the services should be provided prior to the decision to consider this Contract as rescinded, then the procedure instigated will remain null and void, subject to prior acceptance and verification by the "BOARD" that the need for the services remains valid and the imposition, where appropriate, of any corresponding contractual penalties.

The "BOARD" may decide not to rescind the Contract when, in the course of the procedure, it notes that rescinding the Contract might cause harm to or affect the duties which are commended to it. In such circumstances, the "BOARD" will draft an opinion in which it gives justification for the belief that the financial fallout which would be brought about by rescinding the Contract would be more disadvantageous to it.

When it does not rescind the Contract, the "BOARD" will set another period with the "PROVIDER" to allow it to rectify the failure to comply that has prompted the initiation of the procedure.

In the event that any delay in the provision of the services or the rescission procedure means entering a fiscal year that is different from that in which the Contract has been awarded, the "BOARD" may receive the services subject to prior verification that the need for them remains valid and that a budget is available for the current fiscal year, while the Contract term featuring the originally agreed prices will have to be modified. Any agreement contrary to the provisions of this clause will be held to be null and void.

Should the "BOARD" decide to rescind this Contract, it will trigger the guarantee that is envisaged in Clause Thirteen in proportion to the amount relating to the obligations that have not been fulfilled.

Signing the Contract implies that the parties accept and expressly subordinate themselves to the administrative rescission procedure that is laid down in this numbered clause.

THIRTEEN.- PERFORMANCE BOND. To ensure fulfilment of the obligations laid down herein, within the 60 (sixty) days following the signing of the Contract the "PROVIDER" must hand over to the "BOARD" a letter of credit or the equivalent thereof that has been issued by an international or foreign banking institution and which is payable in Mexico by either a Mexican institution or a subsidiary of the bank that has issued the document to the extent of 10% (ten percent) of the maximum total amount that is established in Clause Three hereof.

The letter of credit cited in the preceding paragraph must include the following specifications, namely that it should:

- I.- Be issued in favour of the Consejo de Promoción Turística de México, S.A. de C.V.
- II.- State the name of the "PROVIDER".
- III.- State the full amount guaranteed in both numbers and written form.
- IV.- Give the number and date of the Contract.
- V.- Guarantee fulfilment of each and every one of the obligations for which it is accountable.

Should increases in the amount of services requested be agreed consistent with the provisions of Clause Seven of this Contract, the "PROVIDER" agrees to raise the performance bond amount in proportion to the additional services signed for.

The period over which the letter of credit remains in effect must cover up to when the object of the Contract is fulfilled to the entire satisfaction of the "BOARD" expressed in writing, in other words, up to when it considers that each and every one of the contractual obligations entered into has been met. The letter of credit may only be cancelled by means of written notification to the "BOARD".

FOURTEEN.- RELEASE OF THE PERFORMANCE BOND. The Contract performance bond may only be released via the Office of the Deputy Director General for International Administration and Coordination or through whoever the latter delegates, subject to a prior written request for confirmation from the Regional Office for North America and/or the Executive Directorate for Marketing of the "BOARD" of the fulfilment of each and every one of the obligations established under the Contract.

FIFTEEN.- INTELLECTUAL PROPERTY. Any information or material which the "BOARD" has handed over to the "PROVIDER" or which has been produced or created during the term of this Contract will be the property of the "BOARD", for which reason the "PROVIDER" may not change, post, reproduce or disclose it, or generally use or exploit it in any way other than that expressly agreed herein, claim any intellectual property rights over it, and neither allow it to be changed, posted, reproduced or disclosed or generally used and exploited, for which reason if there is any contravention of the foregoing, the "PROVIDER" will be liable to the "BOARD" for any harm or detrimental consequences that are caused to it under this heading.

The "PROVIDER" recognises that the "BOARD" is the sole owner of the economic rights of any work that is created by reason of the services if such works should be potentially considered to be intellectual or artistic works.

SIXTEEN.- CONTRACTUAL PENALTIES. When the "PROVIDER" might delay in terms of the delivery date for services or fail to meet the obligations that arise from the Contract on account of reasons attributable to it, it will become liable for the imposition of contractual penalties or deductions from payment, as applicable, subject to the following: I.- In the case of delays in providing services on the agreed dates, a contractual penalty of 1% (one percent) will be applied on a daily basis for each working day of delay with respect to the value of the services not delivered on time.

II.- On account of delay in providing proof of the services provided, a 0.5% (zero point five percent) pay deduction will be applied per day for every working day of delay with regard to the value of the services not delivered on time.

III.- For undelivered reporting, a deduction penalty of 1% (one percent) of the total amount of the monthly coordination of the "PROVIDER".

The contractual penalties applied may not exceed 10% (ten percent) of the overall Contract price.

The Regional Office for North America and/or the Executive Directorate for Marketing will be in charge of asking Financial Resources management to calculate the contractual penalty so that it is applied via a credit note in the invoice regarding payment for coordination in the month following the decision on this.

Payment of the services will be proportionally conditional upon the payment which the "PROVIDER" has to make good by way of contractual penalties for which it becomes liable, it being understood that, in the case of rescission of the Contract, neither the collection of such penalties nor the recognition in the accounts thereof will be appropriate in order to trigger the performance bond.

For the purposes of imposing the contractual penalties which this clause refers to, the "BOARD" will draft a written notification to the "PROVIDER" that is effective as a demand in which it will state the

non-fulfilment that it has been guilty of and the penalties for which it has become liable, and at the same time it will be requested to make good the appropriate payment within the space of no more than 10 (ten) working days. The "PROVIDER" may satisfy this in cash or by means of a cheque made out to the specific beneficiary, or alternatively, the sum may be deducted from payments to the "PROVIDER" that remain outstanding.

Should failure to comply on the part of the "PROVIDER" persist, or after the ceiling total amount for imposing contractual penalties has been reached, the "BOARD" may instigate the rescission procedure for this instrument as provided for in Clause Twelve.

SEVENTEEN.- ACTS OF GOD OR FORCE MAJEURE. Non-fulfilment of the obligations envisaged herein that is brought about by an Act of God or *force majeure* will not represent any incurrence of contractual liability as regards either of the parties and they will both be entitled to suspend the obligations contained herein subject to giving prior written notice to the other party within the space of no more than 10 (ten) working days starting from when they become aware of such circumstances.

EIGHTEEN.- LATENT DEFECTS. The "PROVIDER" will have an obligation towards the "BOARD" to be answerable for hidden defects and shortcomings and for the quality of the services, as well as any other liability which might have been incurred on the terms that are stated herein and in applicable legislation.

For the purposes of this instrument latent defects are understood to mean shortcomings that might exist in the service provided which make them unsuited for the applications that are envisaged herein.

NINETEEN.- REPORTING. The "PROVIDER" undertakes to supply the "BOARD" with the reports that are described in the technical appendix that accompanies this Contract as a part thereof as Appendix One.

TWENTY.- VERIFICATION AND ACCEPTANCE OF THE SERVICES. The "BOARD" will check on compliance with the subject matter of this Contract using the personnel designated in representation I.5

This is without detriment to the right of the "BOARD" to conduct reviews at any time throughout the valid term of this Contract by its Director General, Deputy Director General for International Administration and Coordination, the Executive Director for Administration and Finance, the Incumbent representing the Unit for Internal Supervision of the "BOARD" or those persons who are designated for such purposes to confirm application of the resources, verification of these and the benefits which the "PROVIDER" manages to obtain for the "BOARD".

TWENTY-ONE.- LABOUR RELATIONS. This Contract is not intended to create, and nothing in it should be interpreted as creating, any legal relationship of representation or association, an employment relationship involving an employer and an employee or partner or associate, a joint venture or any form of relationship other than what is specifically stated in this Contract between the "BOARD" and the "PROVIDER".

The "PROVIDER" will be solely liable for any obligation of an employment-related nature pursuant to the employment laws that apply with respect to any employee or worker that it hires or contracts to

honour its obligations hereunder and assumes full liability for compliance with its employment-related obligations in connection with them.

As regards everything that relates to the provision of the services, the "PROVIDER" will be considered to be an independent Contractor and not an employee of the "BOARD", and nobody who belongs to the personnel of the "PROVIDER" will be authorised to receive any form of compensation, benefits or any other item that may be collected by, or payment to, employees of the "BOARD". The "PROVIDER" will be liable for all kinds of taxes and other expenses that arise from the relationship as an independent Contractor or employee between the "PROVIDER" and its personnel and from the provision of the services under this Contract by said personnel, as well as from all the obligations and responsibilities of employers regarding tax, employment and social security matters. It represents that it has sufficient resources to comply with the aforementioned obligations and responsibilities, for which reason the "PROVIDER" agrees to indemnify and hold harmless the "BOARD" in relation to any individual employment dispute which such personnel might engage in against the "BOARD" in connection with the work that such persons perform for the "PROVIDER". The "PROVIDER" likewise agrees to reimburse the "BOARD" with any sum which the latter might have to disburse in relation to any such dispute within the space of 24 hours after being asked to do so by the "BOARD", including and without limit any reasonable lawyers' fees or any amount which the "BOARD" should find itself obliged to defray by reason of a final award made or worker's compensation.

TWENTY-TWO.- SUBCONTRACTING. The services that represent the object of this Contract may not be subcontracted out. Subcontracting will not be taken to include activities undertaken by any subsidiary or associate firm of the "PROVIDER".

TWENTY-THREE.- ASSIGNMENT OF RIGHTS. The "PROVIDER" undertakes not to assign its rights and obligations produced under this Contract to natural third persons or legal entities, except for collection claims for providing services hereunder, in which case the "PROVIDER" must have prior written authorisation from the "BOARD".

TWENTY-FOUR.- CONFIDENTIALITY. The parties agree that all the information which each of them furnishes to the other will be treated as confidential ("Confidential Information"). This confidential information will retain its nature as such for the time during which this Contract remains in force and for a period of 2 (two) years starting from the date of termination hereof.

The "PROVIDER" will use the confidential information solely for the ends that are established in this Contract and will therefore not be allowed to disclose it to third persons who are not associated with this Contract, save where the "BOARD" gives express authorisation to do so.

Similarly the "PROVIDER" undertakes to observe the utmost confidentiality with respect to the services that are the object of this Contract and therefore not to disclose nor make known to third parties other than the "BOARD" any documentation and/or information that relates to the service, nor the ultimate results that the services produce, with the exception of any data and reports that may be required of it.

The obligation to confidentiality to which this clause refers will not apply in the following situations:

- i. If the information that is deemed to be confidential enters the public arena either before or after the signing of this instrument for any reason other than non-fulfilment on the part of the "PROVIDER" of what is laid down in this clause

- ii. If the information is disclosed by a third party who is not in any way bound to confidentiality under this Contract
- iii. If the information is requested by any authority via the relevant court order

Regardless of what is established in this clause and without detriment to the exercise of any other right or remedy that may fall to them, the parties represent that they are cognisant of and familiar with the penalties which a person may incur by disclosing secrets.

Upon the conclusion of the effective life of this Contract or, as may be the case, the early termination hereof, the "PROVIDER" will have to return to the "BOARD" those instruments or objects which feature the confidential information cited within at least 5 (five) working days following termination of the Contract.

TWENTY-FIVE.- CONTACTS AND LIAISON. The parties agree that the persons who are in charge of sending and receiving notifications are:

- i. On behalf of the "BOARD", Rodrigo Esponda Cascajares, Regional Director for North America, and Carlos Felipe Behnsen Flathmann, Marketing Executive Director, are designated for this purpose via the e-addresses responda@promotur.com.mx and cbehnsen@promotur.com.mx, or the public servant(s) that may come to replace those nominations referred to. This may also be by post with acknowledgement of receipt to the address of the "BOARD" that is mentioned in representation I.8 hereof, where such notifications are held to have been effected on the day of receipt by the addressee subject to prior verification or confirmation.
- ii. On the part of the "PROVIDER" this duty is assigned to Josh Shapiro via the e-address peter.miller@mslgroup.com and alternatively by post with acknowledgement of receipt sent to the address of the "PROVIDER" that is cited in representation II.6 hereof, where such notifications are held to have been effected on the day of receipt by the addressee subject to prior verification or confirmation.

Should either of the parties change or add addresses, it will be enough to send written notification of this to the other party at least 5 (five) calendar days in advance in the case of e-addresses and 30 (thirty) days beforehand in the case of changes of physical address, where it is understood that failure to notify of the change subject to these terms will mean that notices sent to the previous address on record will be understood to have been properly delivered.

TWENTY-SIX.- SETTLEMENT OF DISPUTES. The parties agree that, for the purposes of any dispute that may arise as regards the interpretation and performance of this Contract, they will try to resolve it by mutual agreement, and only in the situation in which the dispute should persist, will it be settled by arbitration pursuant to the Arbitration Regulations of the United Nations Commission on International Trade and Law (UNCITRAL).

In the event of any conflict between UNCITRAL's Arbitration Regulations and the terms of this Contract, the terms hereof will take precedence.

TWENTY-SEVEN.- APPLICABLE LEGISLATION. This Contract will be interpreted and governed by the laws of the City of New York, N.Y., without giving any consideration to the principles of conflicts of laws. Any disputes, differences of opinion or disagreements that might arise between the parties that

Contract Number MTB/DRNA/021/2015

relate to, or in connection with, this Contract or breach thereof will ultimately be settled by arbitration. The arbitration procedure will be conducted by 3 (three) arbitrators in the City of New York, N.Y. The award by the arbitrators will be final and binding upon the "PARTIES".

TWENTY-EIGHT.- APPENDICES. The Parties recognise that this Contract contains 28 (twenty-eight) clauses and 2 (two) appendices, which have been signed by the parties and added to this Contract and are described below:

APPENDIX	CONTENT
One	The Technical and Financial Proposal of the "PROVIDER" and the Technical Appendix
Two	Brief Guide to Using the Mexico/Country Branding

This instrument having been read to the parties acting herein, and the latter agreeing to its content and legal scope, they ratify it and sign it on three counterparts in the City of New York, N.Y. on 5 November 2015.

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[A PAGE OF SIGNATURES FOLLOWS]

Contract Number MTB/DRNA/021/2015

FOR THE "BOARD"

[signature]

Rodrigo Esponda Cascajares
Regional Director for North America
Legal Representative

[signature]

Carlos Felipe Behnsen Flathmann
Marketing Executive Director
Area in charge of the administration and
verification of performance of the
contract

LEGAL REVIEW

[signature]

Ricardo Mauricio Cadena Rodríguez
Executive Director of Legal Affairs

[signature]

Rosa María Rojas Rodríguez
Director of the Board of Governors

FOR THE "PROVIDER"

[signature]

Peter James Miller
Legal Representative

THIS SHEET IS AN INTEGRAL PART OF THE SERVICES AGREEMENT No. MTB/DRNA/021/2015, WHICH
WAS ENTERED INTO BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V.
AND THE COMPANY MSL GROUP AMERICAS, INC. ON 5 NOVEMBER 2015

[stamp featuring the "México" logo and "Legal Review"]

APPENDIX ONE

SERVICES AGREEMENT No. MTB/DRNA/021/2015, WHICH WAS ENTERED INTO BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY MSL GROUP AMERICAS, INC.

TECHNICAL AND FINANCIAL PROPOSAL OF THE "PROVIDER" AND TECHNICAL APPENDIX

FOR THE "BOARD"

[signature]

Rodrigo Esponda Cascajares
Regional Director for North America
Legal Representative

[signature]

Carlos Felipe Behnsen Flathmann
Marketing Executive Director
Area in charge of the administration and
verification of performance of the contract

FOR THE "PROVIDER"

[signature]

Peter James Miller
Legal Representative

THIS SHEET IS AN INTEGRAL PART OF THE SERVICES AGREEMENT No. MTB/DRNA/021/2015, WHICH WAS ENTERED INTO BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY MSL GROUP AMERICAS, INC. ON 5 NOVEMBER 2015

[stamp featuring the "México" logo and "Legal Review"]



Regional Management for North America

"2015, The Year of Generalísimo José María Morelos y Pavón"

New York, N.Y., 26 October 2015

[Three signatures and the underlying watermark of the United Mexican States appear on all seven pages in this section]

INTEGRATED COMMUNICATIONS SERVICES: CREATIVE WORK AND PRODUCTION, ADVERTISING, AND MEDIA, PUBLIC RELATIONS AND BELOW THE LINE SERVICES TO PROMOTE MEXICO AND ITS DESTINATIONS AS A RESULT OF THE IMPACT OF HURRICANE PATRICIA.

A. DESCRIPTION OF THE SERVICES

- a) **Services:** Integrated communications services: creative work and production, advertising, and media, public relations and below the line services to promote Mexico and its destinations as a result of the impact of Hurricane Patricia, principally in the states of Colima, Jalisco and Nayarit and those which the Board considers to be relevant.

The communications services include:

1. Strategy, creative work and production
2. Publicity and special events
3. Promotion and marketing activation
4. Planning, administration and hiring of media
5. Reports, administration and coordination

- b) **Term:** From the signing of the Contract up to 31 December 2015

- c) **Territory:** The services will be performed in the United States of America and/or Canada and may be extended to other international markets that might be required in the context of this need for promotion.

1. Strategy, creative work and production

Based on researching the consumer in the market, design work and advertising strategies will have to be devised. The communications strategy will have to be implemented mainly in the North American market (USA and Canada) and without leaving out secondary markets, the goal being to define creative concepts and the message to position for the actions to be carried out, which will have to satisfy the following aims:

- Favourable positioning of Mexico's image and destinations with qualities and strong-points such as being a modern, reliable and diverse country
- Building the opportunity for promotion into the context of the chance event arising from the impact of Hurricane Patricia as a platform to raise awareness of the attributes and strengths of brand Mexico and its destinations

PAGE 1 OF 7



- Planting the idea of Mexico as a tourist destination in the mind of consumers (brand identity)
- Boosting the number of international tourists to Mexico and its destinations

The planning for the positioning of Mexico's image must be showcased at international events to raise the profile of Mexico's image as a modern country that is uniquely attractive to visit.

The provider must, either on their own account or via third parties, carry out research and/or make proposals on strategy to define communications of brand Mexico according to the characteristics and conditions currently pertaining in the market and without resorting to subcontracting.

Creative communications guidelines must be produced for the planned events and in promotional activities, as well as creative proposals, from communications concepts and a creative rationale.

At the same time exercises and adaptations will be carried out which the BOARD requires for promotional and publicity events and/or campaigns/actions.

The PROVIDER will take charge of production of the items required for communications activities according to the working plans and programmes and the following conditions will be taken into account:

- a. Producing the creative materials in the formats which the BOARD requests and making the necessary adjustments per job.
 - b. Various different creative options must be presented to the BOARD for each campaign and action (radio, television, printed matter, electronic media, digital electronic media, and collateral materials and other items). The PROVIDER will have to propose as many creative options as are required until they are approved by the BOARD at no extra cost.
 - c. The PROVIDER will be responsible for delivering the aforementioned material produced to whomsoever is nominated by the BOARD.
 - d. The copies requested of any material produced throughout the valid Contract period will have to be properly labelled or presented in the form which the BOARD requires at any time.
 - e. Delivery of the materials and adaptations will be made within the timeframes and in the manner established by the BOARD.
- a) Employing a company specialising in production, filming/photography or translating content will not be deemed to be subcontracting.
 - b) The PROVIDER will be responsible for legal services in terms of brand or trademark registration, Contractual relations with talent and copyright in the market. These rights and registrations will have to be made out in favour of the BOARD.



- c) All materials produced under this Contract, in both the final and editable version thereof, will be the property of the BOARD.

Production for print media

The PROVIDER will have to offer production services for advertisements in conventional and special formats, adaptation of advertisements in conventional and special formats, retouching of fixed images, creation and adaptation of text, style correction, and the creation of graphics, logos, and imago-types or trademarks which the CPTM requests.

Production for audiovisual media

The PROVIDER will have to offer pre-production, production and post-production services, for both video, fixed photo and radio (including the filming/photographing of images and recording of presenters, the composition of original music, generating audio design, audio-mixing for radio, television and websites, rotoscoping, white balance work, colour correction and making internegatives). Adaptations of existing versions or creating new versions using materials taken from CPTM image banks, digitisations in SD, HD, 2k or 4k, generating and animation of 2D and 3D graphics, multi-format copies, generation of authoring for DVDs, SD and Blu-Ray, creating and translating scripts, and style correction.

Production for electronic digital and digital media (web and mobile)

The PROVIDER will have to offer design and development services (web and mobile), applications (web and mobile), backend, a database, website design and maintenance, and applications and banners in standard and rich media formats and special formats which the board may request.

Competition analysis for web and mobile, development and analysis of metrics, video and podcasting, development of widgets, creativity and strategy for digital channels, social network communications, creation and management of online promotions, mobile strategy and development of native Apps and web-apps, development of customisable CMSs, e-learning platforms, solutions and platforms for e-commerce, e-mailings (setting them up sending them out), visualisations, 3D designs and anything requested by the BOARD.

2. Publicity and special events

The PROVIDER must take the necessary steps to organise, participate in and provide support with respect to events that the BOARD promotes.

The PROVIDER and the BOARD will agree on the reach and events that enable promotion of the presence of the brand, for which purpose the concept will be generated, coordination will be implemented and the materialisation and/or the presence of the Mexico Brand will be ensured in line with the communications aims that allow the interest of attendees and potential consumers to be aroused in what Mexico can offer overall.



The staging of events will be included to publicise campaigns which will include the involvement of the business community, local personalities, industry professionals, tour operators, travel agents, airlines, celebrities and the media, both that which specialises in tourism and that which targets consumers.

There will also be promotions and public relations activities to promote the brand of Mexico and its destinations.

On the other hand, the BOARD may request any publicity-related documents, editorials/op-eds, speeches, presentations, content and/or materials. This heading includes producing key message guides, supporting documentation, and Q&A documents that are tailored to the market and the various different target audiences.

The design and production of promotional merchandise, including distribution of it, according to the needs and goals of each action undertaken, must be cleared with the BOARD.

Changes and adaptations of the latter may be requested if such items do not rise to the required quality standards, or if they do not respect the guide on using the corporate brand and identity.

3. Promotion and activities

To carry out this campaign, and at the request of the BOARD, the following will have to be done:

1. Engaging in activities involving negotiation, planning and performing the promotional actions which the BOARD requests
2. Proposing high-impact promotional actions that are tailored to promotional needs and the object of this instrument
3. Drawing up a timeline that takes in all of the promotional actions suggested which may be amended by mutual agreement with the BOARD and wherein additional promotional actions or changes as regards needs and/or products to promote are identified

The PROVIDER will carry out high-impact promotional campaigns by exploiting the opportunity that has arisen in North America on account of major events. These actions will be assessed on the basis of criteria that relate to the visibility and benefits of the presence of the brand of Mexico and its destinations, as well as the impact which this produces.

4. Planning, administration and Contracting of media online and offline

The advertising actions will have to be performed using the following:

- a) Pre-buying analysis of media
- b) Planning media
- c) Negotiating
- d) Buying sales space in media



- e) Translating, spellchecking, copying, adapting and circulating materials (with third parties)
- f) Execution and monitoring

a) Pre-buying analysis of media

The PROVIDER bases itself on the media brief provided by the BOARD, syndicated research available in the market, and where applicable, research conducted in-house by the PROVIDER, on target markets/audiences and consumer behaviour in relation to advertising media. At the request of the BOARD, it will have to analyse and assess the media, trends concerning them, their sales policies and strategies, pick out the most original media, identify the presence of the competition and similar industry brands/trademarks. This will be done with a view to proposing a mix among these based on a cost/benefit analysis of each of them, the campaign to be conducted and the target customer segment.

b) Media planning

The PROVIDER will have to propose media planning in keeping with the pre-buying research that has been carried out for the market in question and for the purposes of this Contracting. Any advertising implementation in media will have to have prior written authorisation from the BOARD's authorised civil servants.

c) Negotiation

It will be the PROVIDER's responsibility to achieve negotiated deals on the most favourable terms for the BOARD in line with the sum for investment, the published rate, waiver of fees, preferential placement and added value. Following on from this, it will do the following things, among others:

- Look for the keenest rates, thereby ensuring the most efficient rate in buying media sales space
- All the dealing which the PROVIDER engages in will be done in the name of the BOARD
- Any commission, waiver of fees or other benefit that arises from buying media sales space by the PROVIDER will be in favour of the BOARD and will be reported and repaid in the Contract.
- Try to improve on the advertising media selling proposals via packages featuring a diversification of benefits for the BOARD.

d) Buying sales space in media

After the media plan has been authorised, the PROVIDER will confirm the availability of media inventory so as to obtain the pre-buying scheduling, which will have to be authorised beforehand by the civil servants who the BOARD decides on for delivery to the medium of the relevant placement order on behalf of the BOARD.



e) Translation, spellchecking, copying, adaptation and circulation of materials (with third parties)

The PROVIDER's services must include performing translations, linguistic adaptations, spellchecking of text, copying, authorisation, adaptation and circulating materials.

The PROVIDER must perform the various different campaign elements to be implemented, including making adjustments concerning linguistic style and customs, adaptations regarding format duration and measurements, as well as produce the necessary volume of materials and copying thereof to facilitate the circulation of materials.

The PROVIDER will be responsible for circulating materials (if necessary with third parties) and will ensure confirmation of receipt of the material by the medium and validation thereof in accordance with the required technical characteristics within the space of no more than 24 hours. It will have to implement circulation on the platforms, in the formats and subject to the modes which the medium determines. It will likewise be responsible for approving colour testing and printing and production activity that is established for each purchase, as well as guarantee the highest quality standards for the BOARD.

f) Execution and monitoring

Based on the pre-buying scheduling authorised, the PROVIDER will have to supervise, follow up and monitor execution of the campaign via its own tools required and those provided by the media to pick up on omissions and ensure that the campaign media goals are achieved in traditional media. Any change in the planning and authorisation must be notified forthwith and in writing subject to acknowledgement of receipt by the BOARD.

Subject to mutual agreement with the PROVIDER, the BOARD will decide the format for checking for each medium.

5. Reports, administration and coordination

Reports

The PROVIDER will be responsible for coordinating and supervising the services integrally and be accountable to the BOARD for meeting the objectives proposed.

It will be responsible for submitting the following reports:

(i).- A report on strategy, creativity and production, which embraces all of the material arising from advertising strategy, creativity and production that is carried out, including the checking and witnesses

(ii).- An executive report on special publicity services and events which include the reports on actions and events carried out, and featuring a photographic and descriptive report, in which specific quantitative and qualitative results are highlighted



(iii).- An executive report on promotional actions and marketing activations, which includes a photographic and descriptive report on the marketing activations and/or actions carried out, while giving specific quantitative and qualitative results

(iv).- Media folders. For the case of advertising in traditional media and online there must be inclusion of media strategy, media plans, a summary of added values (where appropriate), creatives and witnesses as envisaged, and any information that relates to the provision of the service requested by the BOARD.

The BOARD reserves the right to change, expand and request additional reports that it considers appropriate to check on the execution of services and on the quality standards required. Requests that must be addressed by the PROVIDER within the timeframes that are established by mutual agreement.

Administration

For coordination of the tasks assigned there will be a structure and working team on the part of the PROVIDER who will be in charge of administration and follow-up for the services, including budget control, presenting witnesses, invoicing, reports and any other elements that are required to comply with the obligations assumed by signing the Contract.

The invoice(s) will have to be delivered with the elements that attest to the services: Everything that implies graphic and/or video-graphic presentation such as printing of documents and/or images/pictures will have to be delivered executively in properly prepared and labelled folders, as is the case for the handover on the part of audio-visual witnesses, or as the BOARD requires.

B. BUDGET

An open Contract will be made for the provision of services. The PROVIDER will have to present a percentage for coordination of services, which will remain fixed over the valid course of the Contract and using the following minimum and maximum budget as a reference.

MINIMUM BUDGET	USD 8,000,000.00
MAXIMUM BUDGET	USD 12,000,000.00

The BOARD reserves the right to carry out reviews and/or to oversee execution of the services at any time throughout the life of the Contract via the Directorate General, the Incumbent representing the Unit for Internal Supervision, the Office of the Deputy Director General for International Administration and Coordination and/or the Office of the Deputy Director General for Marketing and Promotion or those persons designated for such purposes.

APPENDIX TWO

SERVICES AGREEMENT No. MTB/DRNA/021/2015, WHICH WAS ENTERED INTO BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY MSL GROUP AMERICAS, INC.

BRIEF GUIDE TO USING THE MEXICO/COUNTRY BRAND

FOR THE "BOARD"

[signature]

Rodrigo Esponda Cascajares
Regional Director for North America
Legal Representative

[signature]

Carlos Felipe Behnsen Flathmann
Marketing Executive Director
Area in charge of the administration and
verification of performance of the contract

FOR THE "PROVIDER"

[signature]

Peter James Miller
Legal Representative

THIS SHEET IS AN INTEGRAL PART OF THE SERVICES AGREEMENT No. MTB/DRNA/021/2015, WHICH WAS ENTERED INTO BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY MSL GROUP AMERICAS, INC. ON 5 NOVEMBER 2015

[oversignedstamp featuring the "México" logo and "Legal Review"]

[Three sets of initials appear on every page throughout the brief guide]



Brief guide to using the **Mexico / Country Brand**



Introduction

1

*... Mexico, country of light, a fusion of cultures,
the eternal smile of its people...*



Contents

1 Introduction

- 1.1 Image in the eyes of the world
- 1.2 How to use this guide
- 1.3 Positioning

2 Properties

- 2.1 The Brand
- 2.2 Protected spacing and size
- 2.3 Branding in black and white
- 2.4 Simplified branding. Two ink colours
- 2.5 Simplified branding. One ink colour with screens
- 2.6 Simplified branding. Single solid ink colour
- 2.7 Main brand colour palette
- 2.8 Typography
- 2.9 Branding with corporate name
- 2.10 Branding with tagline
- 2.11 Incorrect uses 1 and 2



Image in the eyes of the world

The range of attractive opportunities on offer worldwide has given rise to a need in every country to make great efforts to project their good points abroad. The Consejo de Promoción Turística de México wishes to reinforce its position in relation to the world by developing its graphic image to raise its profile among nations.

The idea is to develop a brand identity that conveys Mexico's current situation, recalls our strongpoints in a straightforward way and marks a departure from stereotypes in the eyes of the world.

To standardise and regulate the visual treatment and graphic application of the Mexico/Country Brand and bearing in mind its reach, we offer this companion on using the brand, which is intended to serve as a means of guidance for all the organisations that take part in the communications efforts of the Consejo de Promoción Turística.

Through this guide we are confident of managing to put across the inspiration that prompted the proposed brand makeover and the impact which we look to achieve to express our present-day circumstances by using a sound and memorable image targeted at all peoples of the world.

Brief guide to using the Mexico / Country Brand



How to use this guide

It is vital to read the pages of this companion on use of the Brand carefully to familiarise yourself with it so that the rules established in it are applied.

This document includes special applications and rules that are necessary to avoiding any mistake that might alter the original design or inhibit the communications reach of this Mexico / Country Brand.

It is important to point out that the graphic elements and methodologies herein cannot be reproduced for purposes other than those pursued by the Consejo de Promoción Turística de México.

Regarding any doubt about proper application of the Mexico Brand, queries should be addressed to the Brand Manager's Office of the Consejo de Promoción Turística at the following e-address at gerenciademarka@visitmexico.com.

At the end of this guide you can find a CD which contains the digital documents for the Mexico Brand to be used in printing material.

N.B.: The colours printed in this guide should not be used as a basis for reproduction, for which reason you should refer to the Pantone Matching System's official guide or the equivalents thereof in Colour Selection (CMYK) that are given in this document.

Brief guide to using the [Mexico / Country Brand](#)



Positioning

The Consejo de Promoción Turística de México (CPTM) detected an opportunity to review and make over the image of brand Mexico as a tourist destination to project a distinctive image that was appropriate and relevant to the national and international market and to represent the overall range of opportunities which the country has to offer in a consistent and uniform way.

Mexico is positioned in the world as a unique and diverse country beyond its hospitality.

Mexico is an ancient culture and an original society that is bathed in rich history, traditions and nature populated by likeable and sharp-witted people. Mexico is a bridge that brings together ancestral tradition with avant-garde modernity.

On top of this Mexico is:

- A place of blending, fusion, dialogue and adaptation
- A land of opportunities and certitude
- A place with original products and innovative solutions

The combination of cultural diversity, flexibility and adaptation positions Mexico as a country with solid roots (tradition) and aspirations (modernity).

The synthesis of both aspects produces a powerful image that is conducive to benefiting from the exchanges inherent to globalisation.

Brief guide to using the [Mexico / Country Brand](#)





Properties

2

... Mexico, a diverse and vibrant country,
home to happy, hospitable and lively people...

The Mexico Brand



The concept of Brand Mexico seeks to project the immense diversity of our country in terms of richness, warmth and joie de vivre. Mexico's identity is rooted in the intersection of real-life facts throughout time, which run from our ancient pre-Hispanic inheritance, the richness of the viceregal era up to the modern contemporary proposition within a fertile land that is full of goodness.

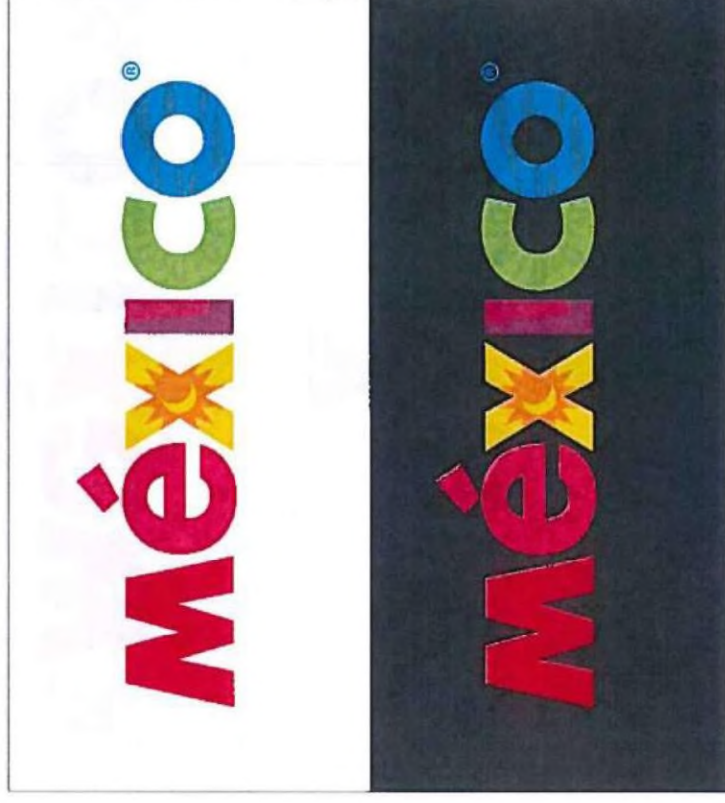
The Mexico Brand consists of a typographical arrangement of the word "México" in a blend of upward and downward flows including the accent (a graphic element characteristic of our language) which contains a set of elements that are distinctive marks of our evolution and which have consolidated over time as unmistakably identifying our country.

Mexico is also colour, hence the range of chromatic temperature representations that appear (warm, clamorous and bright) and which illustrate the visual richness of our country: the red, a national colour symbolic of passion and blood; magenta (called "Mexican pink"), which is a pigment that our forebears produced and a symbol of Mexican charisma; yellow, the colour of light, energy, richness, warmth, shininess; purple, a popular colour that exudes mystery and magic; green, the colour of abundance and life, and finally turquoise, a colour typical of our coastline.

Brand Mexico is a projection of life, joy, diversity and hospitality.

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Brief guide to using the Mexico / Country Brand





Protected spacing and minimum size

Due to the large number of participants in Brand Mexico's communications efforts, such as the different federal states, sponsors and/or commercial partners, it has been assigned protected spacing which will have to be respected in its application when it shares space with them.

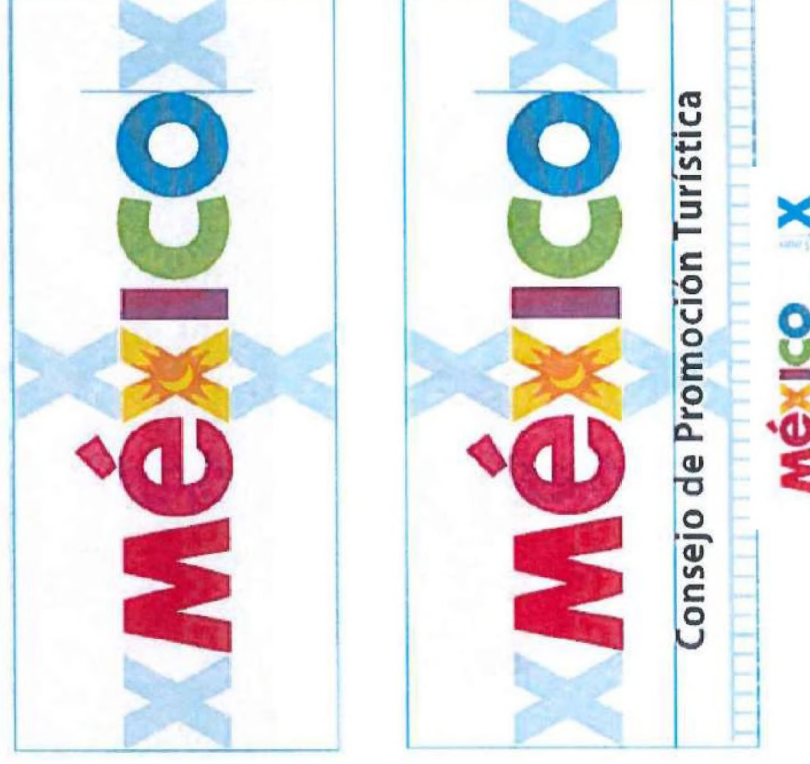
Given that the visual structure of the Mexico Brand is assembled based on its own typographic composition, the letter "x" has been used as a benchmark measurement unit for the sake of protection. This sets the height and width measurements that comprise the minimum space that will have to protect the Mexico Brand from its accompanying elements in any communications item, whether printed, digital or media-based.

In the same way, it is suggested that the measurement from the base of the letter "x" (in the branding) to its initial internal vertex be used to measure the height of capital lettering for texts that are part of the corporate name or commercial texts, such as slogans.

It is important to point out that the spacing between letters in words that make up the corporate name must be adjusted to the length of the Mexico Brand, the exception being when applied in other languages, such as English, German and Japanese (because here the length is very short).

One of the major factors in developing the Mexico Brand is in the case of reduction. Even though it is advisable not to use the Brand in its minimum size, a critical downscaled size is recommended (the height of which is 5 mm) for those cases where this becomes absolutely necessary.

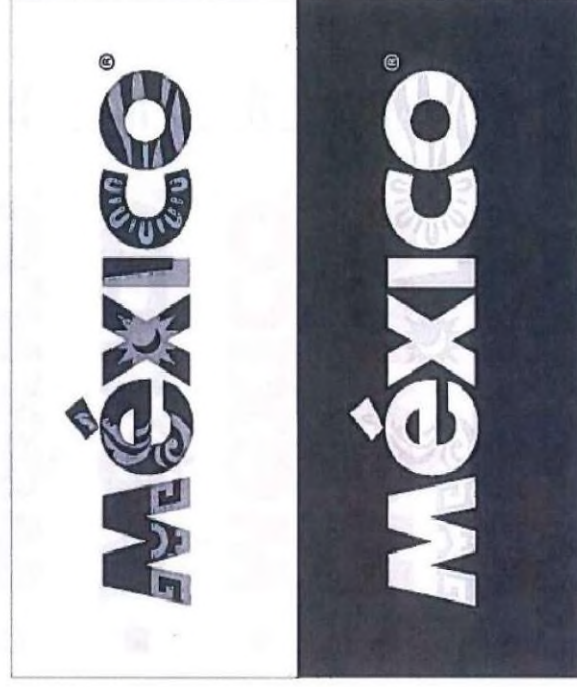
Brief guide to using the Mexico / Country Brand





Branding in black and white

The context of Brand Mexico also provides for applications in black and white for insertion in media such as newspapers (press/print media). Bearing this in mind, a version of the branding has been developed to be applied using grayscale (in consideration of the point size gain in this printing system) so that it can be applied equally out of white or out of black.



Brief guide to using the Mexico / Country Brand



Simplified Branding, two ink colours

The limits on printing which Brand Mexico might face have also been taken into consideration, as well as the different premises that dictate the conditions for reproducing certain items in communications.

The Mexico Brand has certain variants for simplification in terms of ink colours and commonly known printing methods.

One of these variants is the one which relies on just two ink colours, for which the proposal is to use one of the six direct ink colours in the brand at 100% plus a percentage of black which is overprinted to produce the textures that are shown in these examples.

It should be noted that when the branding is printed in red 1795, purple 248 or turquoise green 7467 the percentage of black should be 25%, whereas with the other colours this should be 20%, except in the case of yellow 130, which ought to be 15%.

NB: The colours printed in our guide should not be taken as a basis for reproduction, for which reason one should consult the official Pantone Matching System guide or the equivalents thereof for Colour Selection (CMYK) which are indicated on this page.

Brief guide to using the Mexico / Country Brand



PMS 1795 C
Black 25%

PANTONE Process Magenta
Black 20%

PMS 130 C
Black 15%

PMS 248 C
Black 25%

PMS 376 C
Black 20%

PMS 7467 C
Black 25%



Simplified branding. 1 ink colour with screens

Another of these variants is the one which just relies on a single ink colour. In this case the proposition is to create texturing by using an ink percentage of 65% so that the branding retains its brightness of colour without detriment to the communicative power of the graphic elements.

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Brief guide to using the Mexico / Country Brand

	PMS 1795 C PMS 1795 C:65%
	PANTONE Process Magenta PANTONE Process Magenta 65%
	PMS 130 C PMS 130 C:65%
	PMS 248 C PMS 248 C:65%
	PMS 376 C PMS 376 C:65%
	PMS 7467 C PMS 7467 C:65%

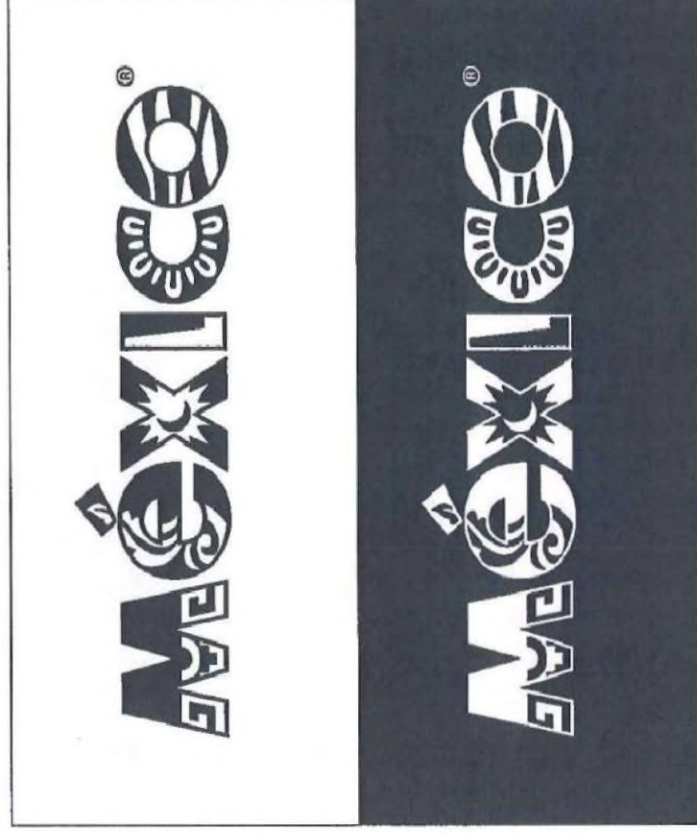


Simplified branding. Single solid ink colour

Another of the possible applications refers to those cases where colour cannot be used.

This variant meets the requirements for special applications such as blind embossing (without ink), whether on skin or paper surfaces.

There is also the possibility of creating high or low reliefs if desired, or else applying this variant for printing using hot stamping.



Brief guide to using the Mexico / Country Brand



Main brand colour palette

Bearing in mind the variety of processes and systems, with respect to both printing and digital communications, we have selected a colour palette that distinguishes our country and which is consistent in terms of brightness depending on the medium in which it is applied. It is for this reason that Brand Mexico must be applied using the following colour properties for printing (direct inks or CMYK colour selection).

NB: The colours printed in our guide should not be taken as a basis for reproduction, for which reason one should consult the official Pantone Matching System guide or the equivalents thereof for Colour Selection (CMYK) which are indicated on this page.

Pantone Solid coated			PMS 1795 C		PMS 186 C		PMS 186 C		PMS 186 C		PMS 186 C		PMS 186 C
Pantone Solid uncoated			PMS 1795 U		PMS 186 U		PMS 186 U		PMS 186 U		PMS 186 U		PMS 186 U
Process CMYK			C:100 M:0 Y:0 K:0		C:0 M:100 Y:0 K:0		C:0 M:0 Y:100 K:0		C:0 M:0 Y:0 K:100		C:100 M:0 Y:0 K:0		C:0 M:100 Y:0 K:0

Brief guide to using the Mexico / Country Brand



Typography

A major factor in communications efforts is the personality that is projected in all the texts and announcements and releases that are associated with the Mexico Brand. For these purposes we have chosen a typeface family that was developed by Adobe Systems and is known as "Myriad Pro" (OpenType format). This must be used to compose texts of any kind, whether they be headings, subtitles, references or body text for longer notices and statements.

Myriad has a warm feel to it and is excellent for reading due to how the letters are shaped as well as their proportions.

Myriad's open structure enables accurate adjustments of texts to be set and makes for easy reading of an assortment of texts, which works in favour of Brand Mexico and endows it with a fresh and modern identity.

Brief guide to using the Mexico / Country Brand

Myriad Pro Black
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Myriad Pro Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Myriad Pro Semibold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Myriad Pro Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Myriad Pro Light
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789



Branding with corporate name

The corporate name of the Mexico Brand is “Consejo de Promoción Turística de México”. Considering the various different translations for other countries where the Consejo de Promoción Turística is active, variants of the Brand that feature the corporate name have been created in an assortment of languages.

It is important to mention that the spacing between the lettering for the words that make up the corporate name must be fitted to match the length of the Mexico brand except when they are applied in English, German and Japanese (in the latter case because the length is very short).

Brief guide to using the Mexico / Country brand



Branding with tagline

The Consejo de Promoción Turística runs advertising campaigns to underpin Mexico's image as a tourist destination the world over and the graphic solution for this purpose has been developed.

To allow the campaign tagline or slogan to pack a more powerful punch, unlike with the corporate name (the CPTM) the idea is to enlarge the point size of this text based on the stroke in the lettering to enhance visibility and readability in advertisements.

The size of the text assigned relates to the height of the letters "l", "b", "h" or any other lower case letter (small lettering) from the base of the shaft up to the end of the rising part in alignment with the base of the strip-like band of the **fretwork** pattern that can be found running across the top of the letter "M", while the same point size will always be used with the possibility of translating slogans into the required language.

México

Vive hoy, vive lo tuyo

México

Vive hoy, vive lo tuyo

Brief guide to using the Mexico / Country brand



Incorrect uses

It is important to conform to the parameters of this guide on using the Brand so that the publicising of the image of our country is consistent and appropriate.

Any alteration to the position, sizing, or use of colours in Brand Mexico would produce an adverse message with respect to our target market.

So as to avoid wrong interpretations and defective implementations we have selected some examples of incorrect usage of Brand Mexico, which are illustrated both on this page and that which follows.



Brief guide to using the Mexico / Country brand



Incorrect uses

It is important to conform to the parameters of this guide on using the Brand so that the publishing of the image of our country is consistent and appropriate.

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Brief guide to using the Mexico / Country brand